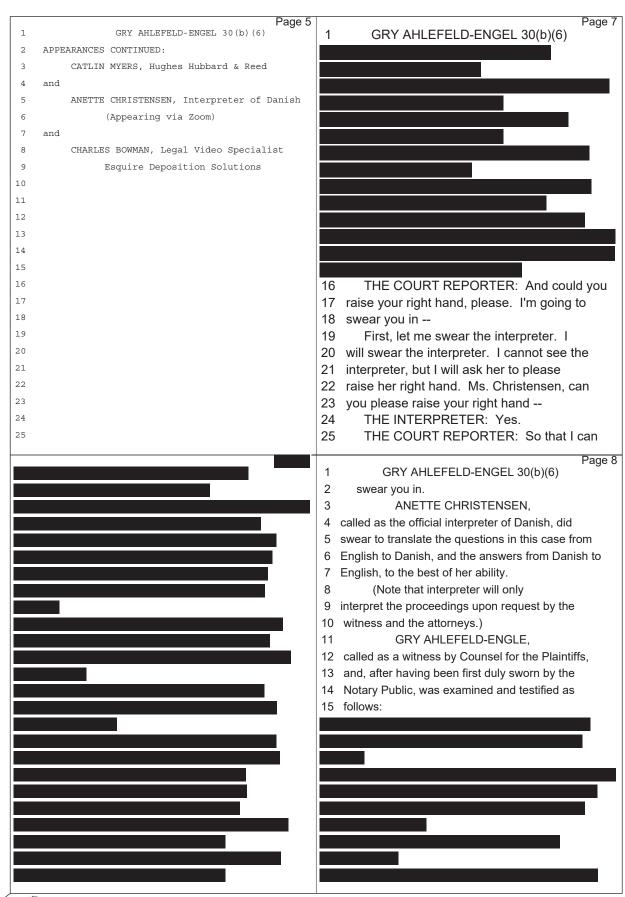
GRY AHLEFELD-ENGEL 30(b)(6) Stein v Skatteforvaltningen

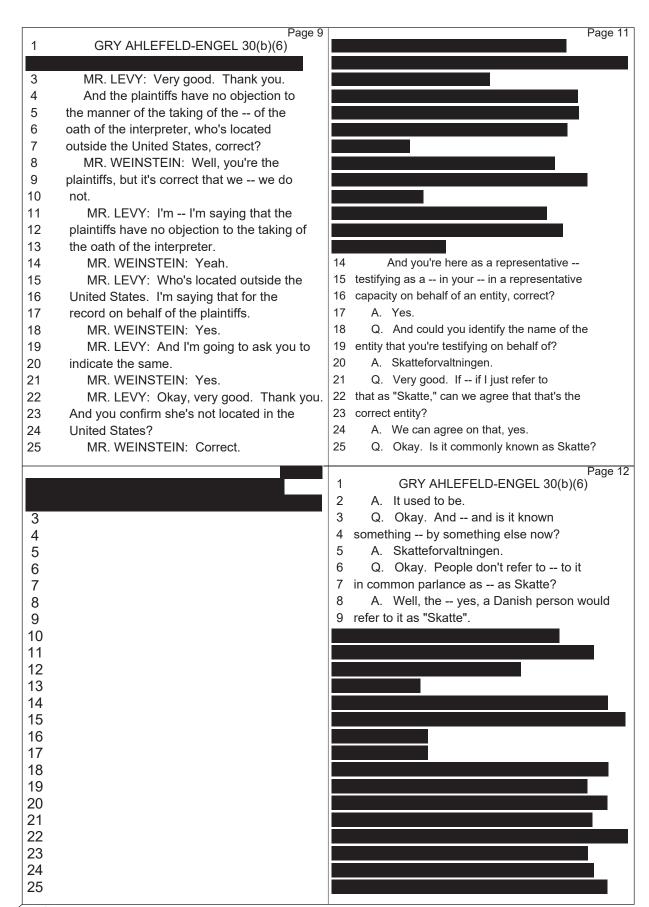
May 30, 2024 1–4

	in v chatterer valuningen		5
1	Page 1	1	Page 3 GRY AHLEFELD-ENGEL 30(b)(6)
2	UNITED STATES DISTRICT COURT	2	APPEARANCES:
3	SOUTHERN DISTRICT OF NEW YORK	3	For Plaintiffs/Counterclaim Defendants
4)	4	Matthew Stein and Jerome Lhote:
5	MATTHEW STEIN and JEROME LHOTE,)	5	MCKOOL SMITH, PC
6	Plaintiffs,) Case No.:	6	1301 Avenue of the Americas 32nd FL
7	v.) 23 Civ. (NRB)	7	New York, New York 10019
8	SKATTEFORVALTNINGEN,)	8	(212) 402-9412
9	Defendant.)	9	Email: dlevy@mckoolsmith.com
10	and)	10	ovisconti@mckoolsmith.com
11	LUKE MCGEE,)	11	BY: DANIEL LEVY, ESQUIRE
12	Nominal Defendant.)	12	OLIVIA VISCONTI, ESQUIRE
13)	13	
14	SKATTEFORVALTNINGEN,)	14	For Defendant/Counterclaim Plaintiff
15	Counterclaim Plaintiff,)	15	Skatteforvaltningen:
16	v.)	16	HUGHES HUBBARD & REED, LLP
17	MATTHEW STEIN, JEROME LHOTE,)	17	One Battery Park Plaza
18	and LUKE MCGEE,)	18	New York, New York 10004
19	Counterclaim Defendants.)	19	(212) 837-6843
20)	20	Email: marc.weinstein@hugheshubbard.com
21	VIDEOTAPED 30(b)(6) DEPOSITION OF	21	neil.oxford@hugheshubbard.com
22	SKATTEFORVALTNINGEN by GRY AHLEFELD-ENGEL	22	kiran.rosenkilde@hugheshubbard.com
23		23	BY: MARC A. WEINSTEIN, ESQUIRE
24	Reported by: Kim M. Brantley	24	NEIL J. OXFORD, ESQUIRE
25	Job No: J11294056	25	KIRAN ROSENKILDE, ESQUIRE
	Page 2		Page 4
1	GRY AHLEFELD-ENGEL 30(b)(6)	1	GRY AHLEFELD-ENGEL 30(b)(6)
2	Thursday, May 30, 2024	2	APPEARANCES CONTINUED:
3	Time: 9:36 a.m.	3	For Nominal Defendant/Counterclaim Defendant
4	Videotaped 30(b(6) deposition of	4	Luke McGee:
5	SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held	5	NELSON MULLINS RILEY & SCARBOROUGH, LLP
6	at Hughes Hubbard & Reed, One Battery Park Plaza,	6	2 S Biscayne Blvd 21st Floor
7	New York, New York, before Kim M. Brantley, Court	7	Miami, Florida 33131
8	Reporter and Notary Public of the State of New	8	(305) 373-9400
9	York.	9	Email: dan.newman@nelsonmullins.com
10		10	justin.kaplan@nelsonmullins.com edqar.neely@nelsonmullins.com
11		11	BY: DANIEL NEWMAN, ESQUIRE
13		13	JUSTIN B. KAPLAN, ESQUIRE
14		14	EDGAR A. NEELY, IV, ESQUIRE (Georgia)
15		15	(Attending via Zoom)
16		16	ALSO PRESENT:
17		17	Counsel from Kammeradvokaten (Denmark)
18		18	KATRINE HENCKEL HARLOFF, ESQUIRE
19		19	ANNE CHRISTINE K. EGHOLM, ESQUIRE
20		20	MIKKEL D. FANO, ESQUIRE
		21	(Attending via Zoom)
21			(110001141119 114 200.11)
21		22	and 23 Civ. 2508 (NRB)
22		22	and 23 Civ. 2508 (NRB) MATTHEW STEIN, Plaintiff PLAINTIFFS' EXHIBIT
		22 23 24	





















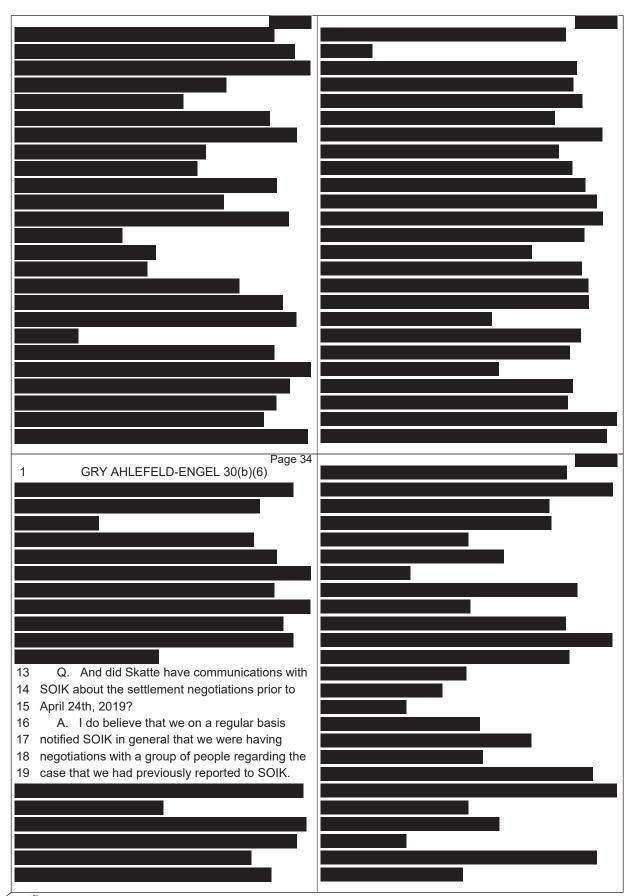












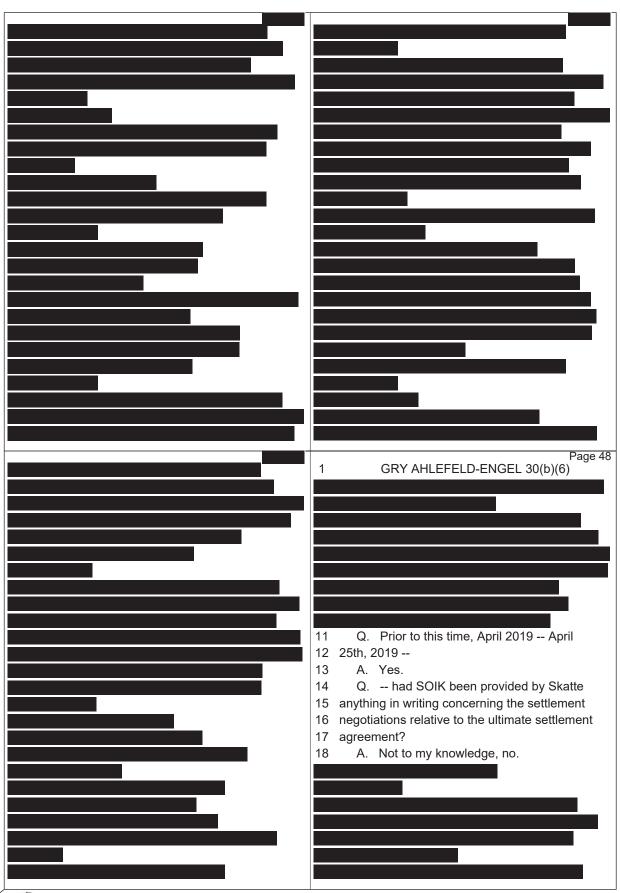








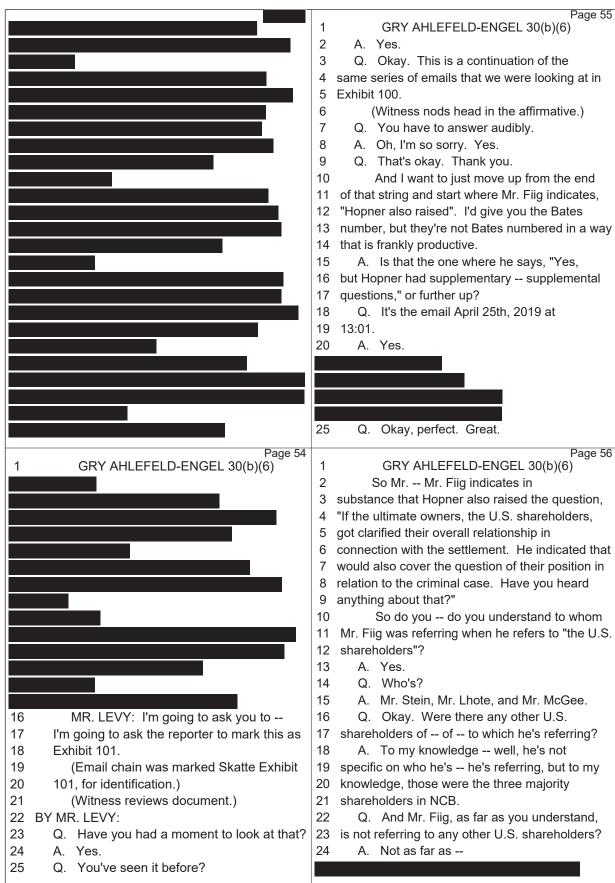




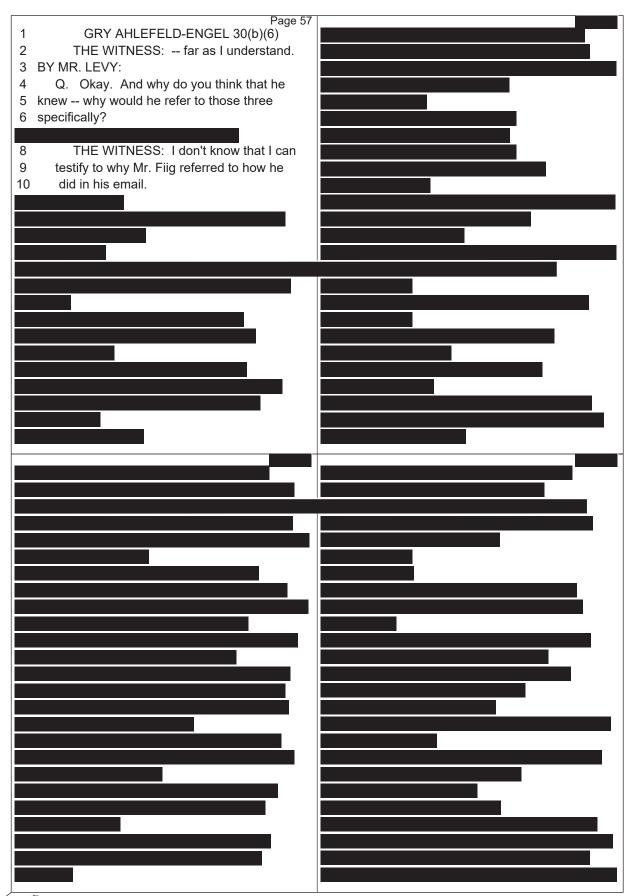




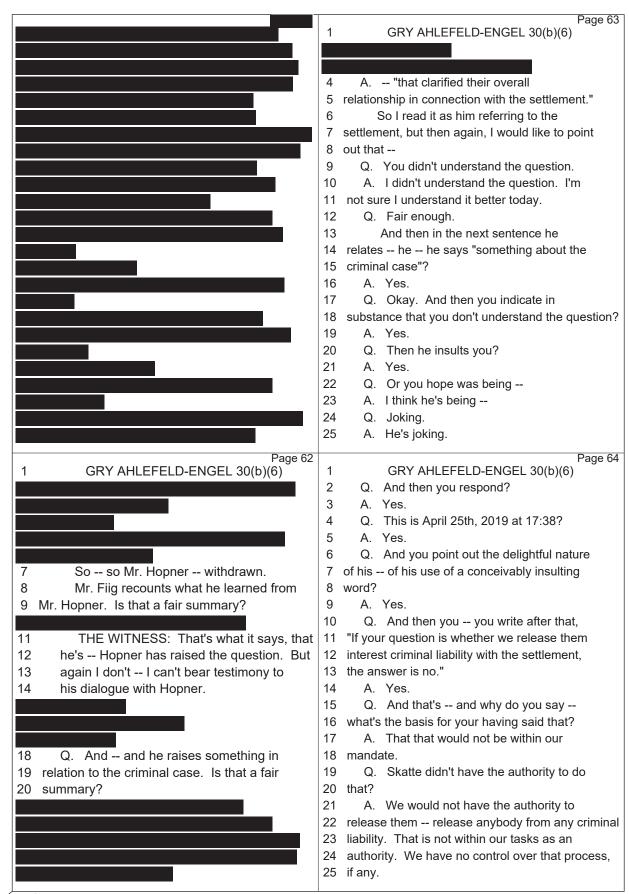




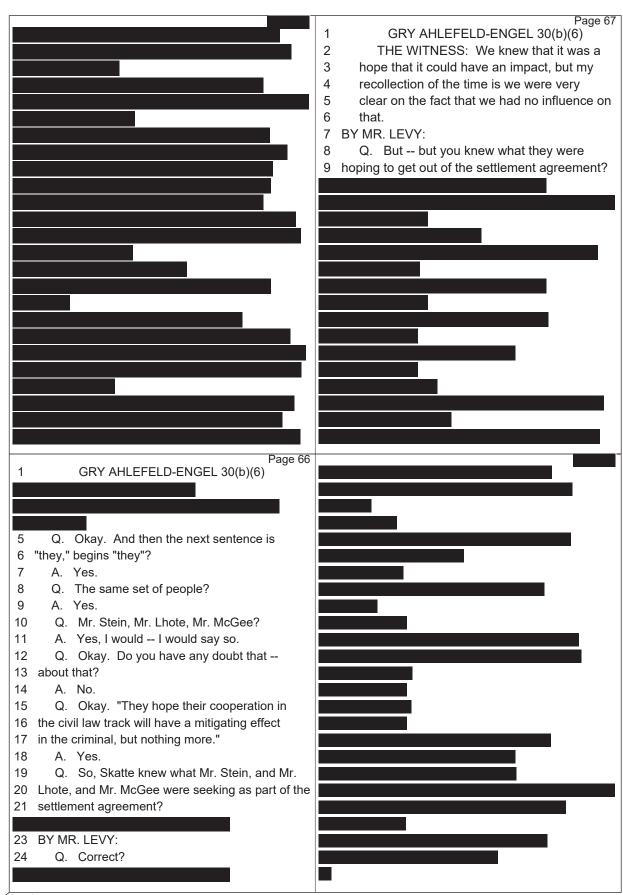








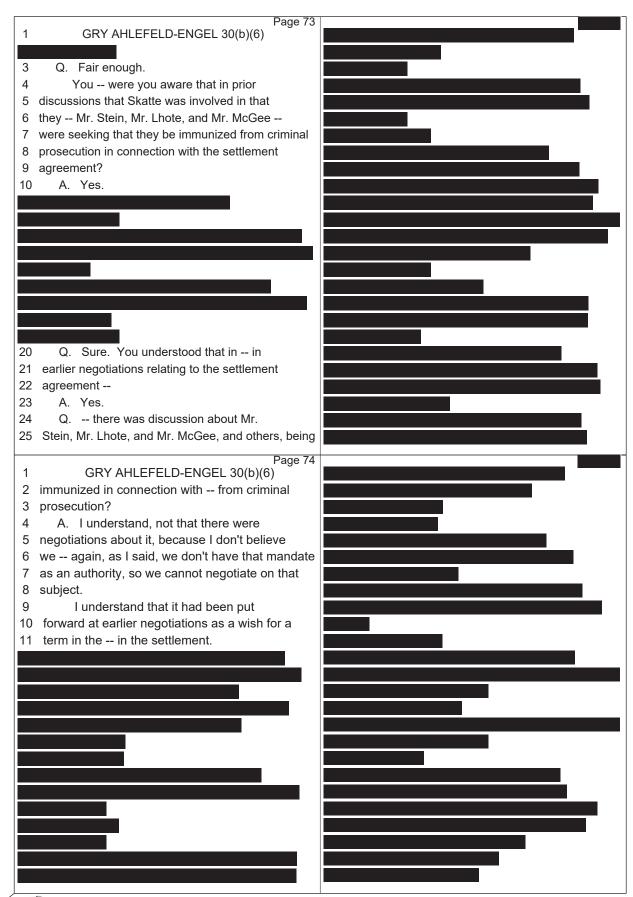




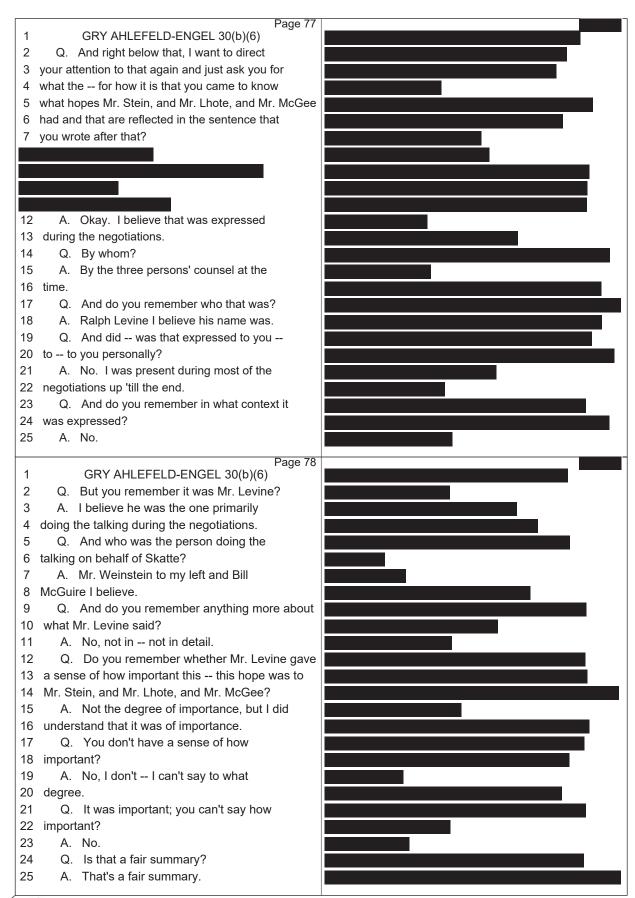


Page 69 Page 71 GRY AHLEFELD-ENGEL 30(b)(6) GRY AHLEFELD-ENGEL 30(b)(6) 1 BY MR. LEVY: 2 for, correct? 3 Q. Do you want me to clarify the question? 3 A. Yes, I wrote what they were hoping for. 4 A. No, I'm just not sure I agree, because 4 Q. Yeah, so you had some understanding I'm saying I have no influence whatever as what they were hoping for? A. Yes. 6 Skatteforvaltningen on any criminal liability case 6 that might or might not be there. 7 Q. Okay. And how did you have that 8 So -- so, the effect of the settlement, 8 understanding? I -- I can't -- I'm not sure I understand how I 9 A. My recollection is that that was 9 10 can affect that with the settlement. verbalized during the negotiations of the 11 I know that they were hoping that their 11 settlement. 12 cooperation with the settlement would have some 12 Q. And by whom? 13 effect. 13 A. By their counsel at the time. 14 Q. And the -- what they were hoping for is that their cooperation in the civil law track would have a mitigating effect in the criminal? 17 A. Yes. 18 Q. And what did you -- what did you 19 understand -- or what did you mean -- withdrawn. 20 What did Skatte mean when you said 21 "have a mitigating effect"? 22 A. I understand my words as meaning having 23 any sort of impact. 24 Q. And -- and did you have in your head at 25 the time an idea of what potential mitigation Page 70 Page 72 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) might result? 3 A. I'm not a criminal expert, so, no. But typically in a Danish context, that would be -- if there was at some point a criminal case, that 6 Q. You wrote about that "They hope their would be -- could be taken into consideration cooperation in the civil law track will have a with -- in regard to a sentencing if a guilty mitigating effect in the criminal," right? sentence was -- would be -- if that would be the 9 A. Yes. 9 judgment. 10 Q. And you were saying what you understood 10 Q. Were they also hoping that it would their hope was, correct? have an impact on the prosecutor's possible 11 12 charging decision? 13 THE WITNESS: I understand it more as 14 that they understood I had no influence on THE WITNESS: I -- I don't -- I don't 14 15 15 have a knowledge about that, but that would that. 16 not be the -- that would not be the most 17 possible outcome or a possible outcome in 18 Danish law. 19 BY MR. LEVY: 20 Q. You don't know one way or the other? THE WITNESS: I don't know one way or BY MR. LEVY: 22 Q. You wrote, "They hope". 23 23 the other what their -- their hopes were; 24 24 A. Yes. more to the effect of an impact, not what Q. And you wrote what they were hoping 25 25 specific impact they were hoping for.









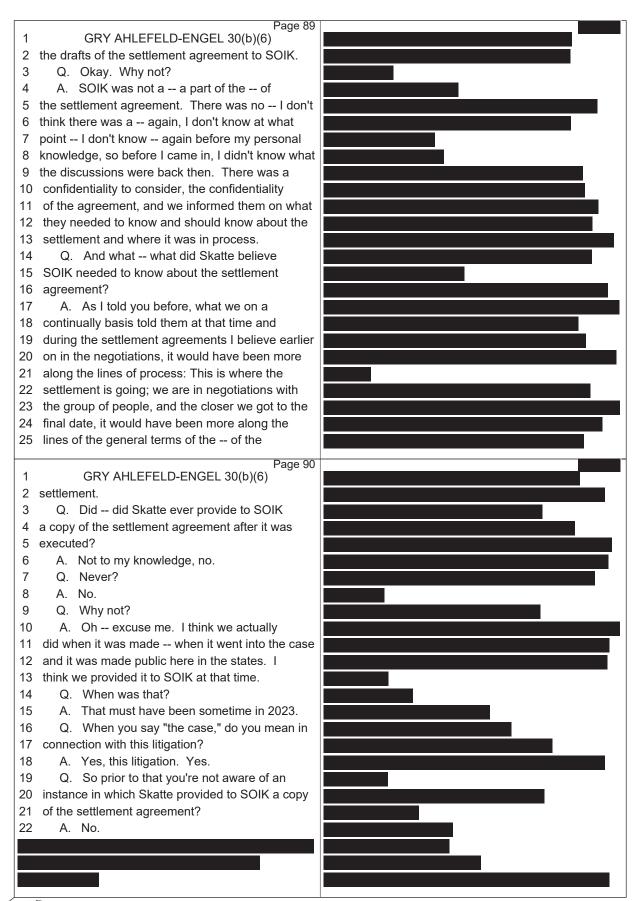




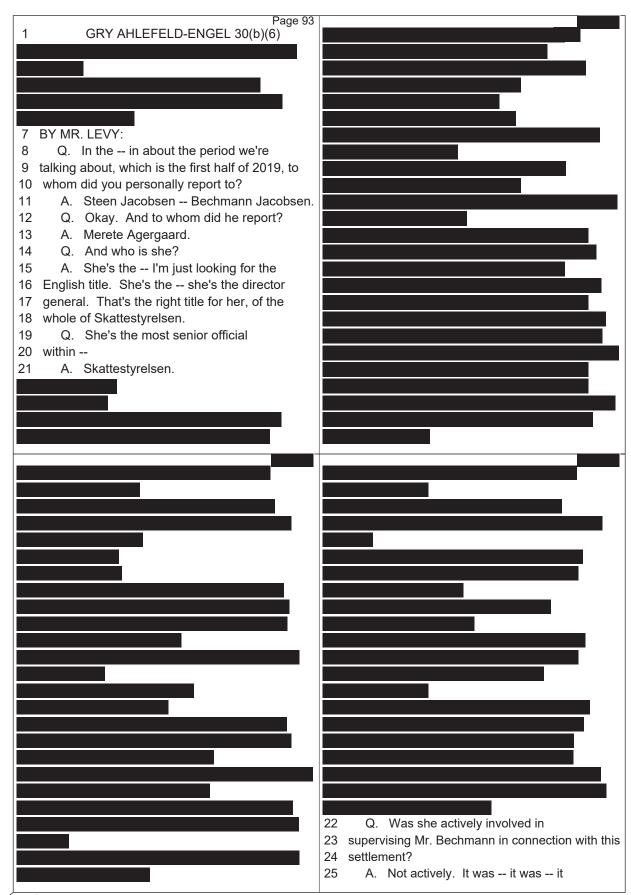




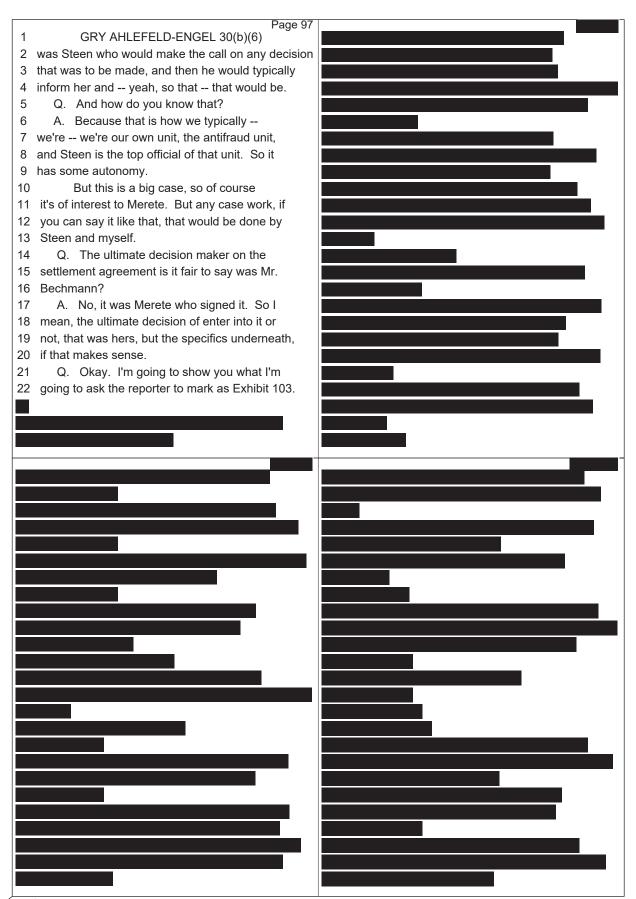








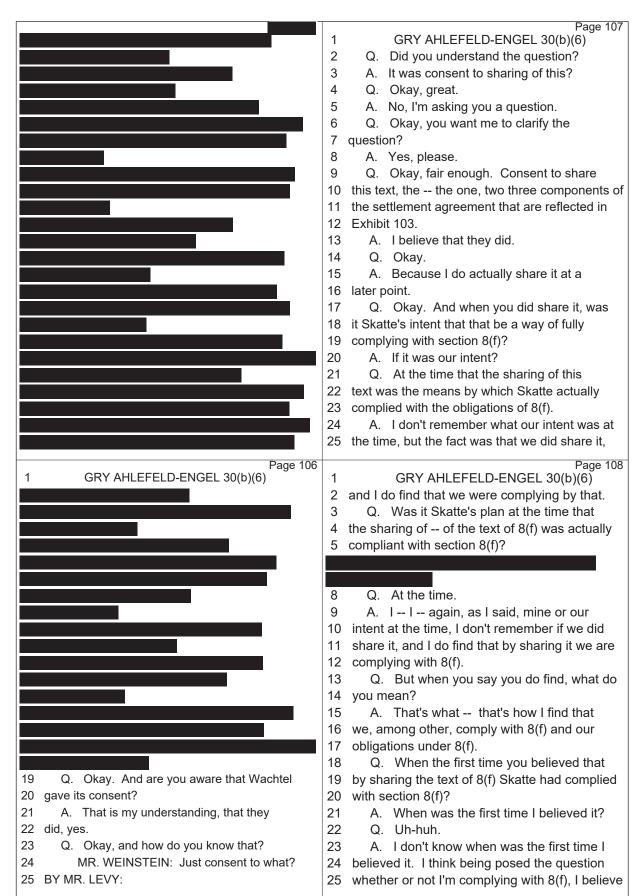














Page 109 Page 111 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) 2 that I am. Fiig. I think it was in or around April 20th, I'm sending Per Fiig the excerpts. I don't know if 4 it's exactly the same as these, but an excerpt about the -- about the former -- was it 8(d) at the time that became 8(f) on -- I don't know if on the same day or at a later date, but in close connection to I sent Per Fiig the list of the covered parties --10 Q. Mm-hmm. Q. You have no recollection that in 11 A. -- of the -- of the settlement. 11 Q. And at the time that occurred, did --12 Skatte's mind Skatte intended to comply with 12 13 section 8(f) by sharing the text of 8(f)? 13 MR. WEINSTEIN: Just sorry. Were you 14 A. No, I have no recollection of me at the 14 done with your answer? time thinking when I'm doing this, I'm complying 15 THE WITNESS: Not completely done 15 with 8(f). 16 16 with --Q. And did anyone else? 17 BY MR. LEVY: 17 18 A. I don't know. 18 Q. Please go ahead. Sorry. 19 Q. Well, you're here as a representative 19 A. -- the whole -- the whole --20 Q. Sure, give me your list. 20 of Skatte, right? 21 21 A. Yeah. A. I'm giving you my list. 22 22 Q. Okay. So did you talk to anyone in In the days up to the final execution order to find out the answer about what others 23 of the settlement or the signing of the 23 thought the sharing of section 8(f) meant? settlement, there is -- as you pointed out 25 A. In preparing for this? yourself earlier -- correspondence going back and Page 110 Page 112 GRY AHLEFELD-ENGEL 30(b)(6) 1 1 GRY AHLEFELD-ENGEL 30(b)(6) 2 Q. Uh-huh. forth between Steen, and Morten, and SOIK about 3 A. No, I haven't talked to anybody about the press release that is later in fact executed the -- what they thought about the sharing of on May 29th after the settlement was signed in 5 this. which we list the main terms of the settlement --6 Q. Other than looking in documents and settlement amount; number of settling parties that 7 meeting with your counsel, did you talk to anyone 7 I have previously sent to Mr. Fiig; what the in preparation for your testimony? settled amount represents -- it is what the 9 A. No, I didn't talk to anybody in settling parties received out of the total sum of preparation about the subject matters -the 2.9 -- that the settling parties have agreed 10 Q. Okay. 11 to cooperate with Skatte about its ongoing cases; 12 A. -- of my deposition, no. 12 that we find that this settlement is a victory for 13 Skatte. It's a good settlement. 14 So that is the total of -- of how I 15 find that we do comply --Did Skatte ever formulate a plan about 16 Q. And when you say --16 how it was intending to comply with Section 8(f)? 17 A. -- with 8(f). 17 Q. Are you done? 18 18 19 A. Now I'm done. 19 Q. And -- and tell me, ma'am, when Skatte 20 did comply with Section 8(f). 21 A. When did it comply with Section 8(f)? 21 And when you say you find that, when 22 Q. Uh-huh. was the first time that you concluded that sending 23 A. I think we complied with Section 8(f) the text of these provisions -- I'm going to show 24 by several -- several communications to SOIK, one 24 you the email in a moment. being me sending the text of this email to Per 25 A. Yeah.



Page 113 Page 115 GRY AHLEFELD-ENGEL 30(b)(6) 1 1 GRY AHLEFELD-ENGEL 30(b)(6) 2 became 8(f), the list of the covered parties, 2 Q. -- sending the list of the covered 3 parties and the press release resulted in Skatte's 3 the press releases and the contents of that 4 press release, which were in fact in writing, having complied with Section 8(f)? 5 When was the first time that anyone at 5 yes. 6 Skatte's ever believed that that was the case? Q. Those are the means by which, according THE WITNESS: I don't think that I can to you, Skatte complied with 8(f)? 8 9 A. Yes. 9 give you a time that when we believed that Q. Okay. Did anyone ever communicate at 10 this was the specific document that we found complied with it. I don't think we were at 11 any point in time within Skatte that Skatte had 11 complied with section 8(f)? 12 ever -- at any point ever -- that we ever 13 A. Communicate to who? 13 doubted that we had complied with it. 14 There was so much communications, in 14 Q. Within Skatte, any one part of 15 writing, reaffirmed by -- in meetings, Skatte -- any one person within Skatte communicated to any other person at Skatte, we've 16 reaffirmed in communications by phone call. 17 We were in continually dialogue with SOIK at 17 done what we're required to do under say section 18 8(f)? 18 the time. 19 19 So I don't think we ever doubted that A. We possibly said to each other, now we 20 have complied? No, because there was never any 20 we were not in compliance. 21 doubt that we had complied. That would be a 22 dialogue between me and Steen, because we were the 23 ones involved in this, nobody else. 24 Q. You -- you and Mr. Bechmann were the --25 were the only people who were responsible for Page 114 Page 116 GRY AHLEFELD-ENGEL 30(b)(6) GRY AHLEFELD-ENGEL 30(b)(6) 1 complying with section 8(f). 3 A. We were the ones --4 Q. Is that your testimony? 5 A. We were the ones responsible for the Q. So any of the -- do -- does Skatte have settlement, and -- well, per default, yes. the view now that any of the oral communications 7 Q. Did anyone ever think at the time that are compliant with section 8(f)? providing the text of section 8(f) to SOIK was a 9 A. No. I have the view that the oral means of complying with section 8(f)? Did you have -- did you personally ever have that thought? 10 communications that we had with SOIK, that's 10 reaffirmations of the -- the communications we 11 A. That "Now I'm hereby complying with 11 12 also had with SOIK in -- in writing. 12 8(f)"? So I mean that what we communicated to 13 Q. Or complying in part with -- with 13 14 SOIK, it's both in writing, and we did reaffirm it 14 section 8(f). 15 in telephone conversations, and ending up I think 15 A. No, I don't believe I had that positive 16 thought. 16 at a meeting in June at some point we tied the 17 final knots about the settlement at that point. 17 Q. Okay. And do you remember the first 18 Q. But the -- the writings that you say 18 time you ever thought that? you find resulted in compliance with section 8(f) 19 A. No, I don't recall the first time I 20 are the sending of the text, the sending of the 20 thought that. I mean -list of covered parties, and the press release on 21 Q. Was it in connection with this 21 22 May 29th, correct? 22 litigation --23 MR. WEINSTEIN: Just, I'm not sure she THE WITNESS: I'm saying I rely on yes 24 was done. Were you done? You said, I 24

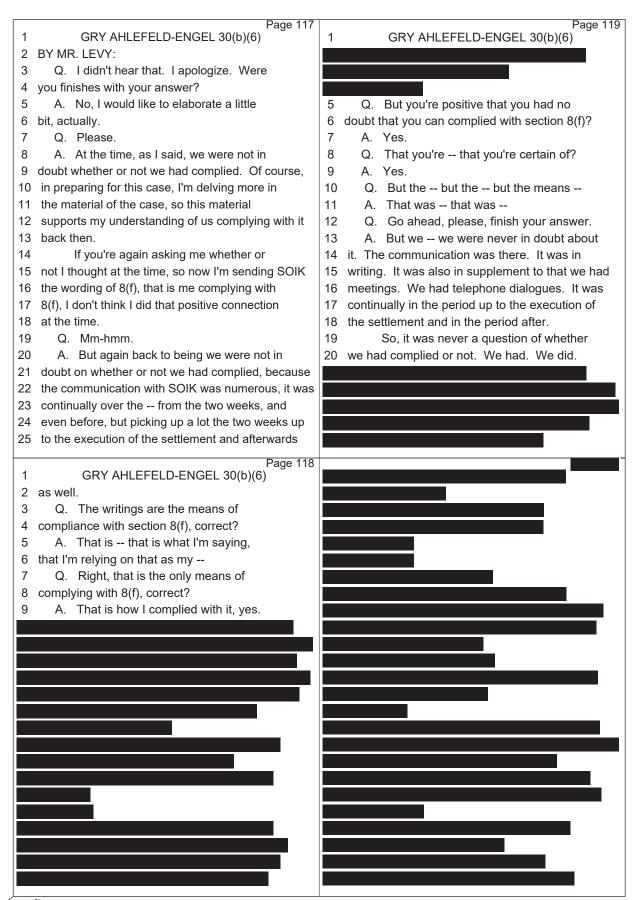
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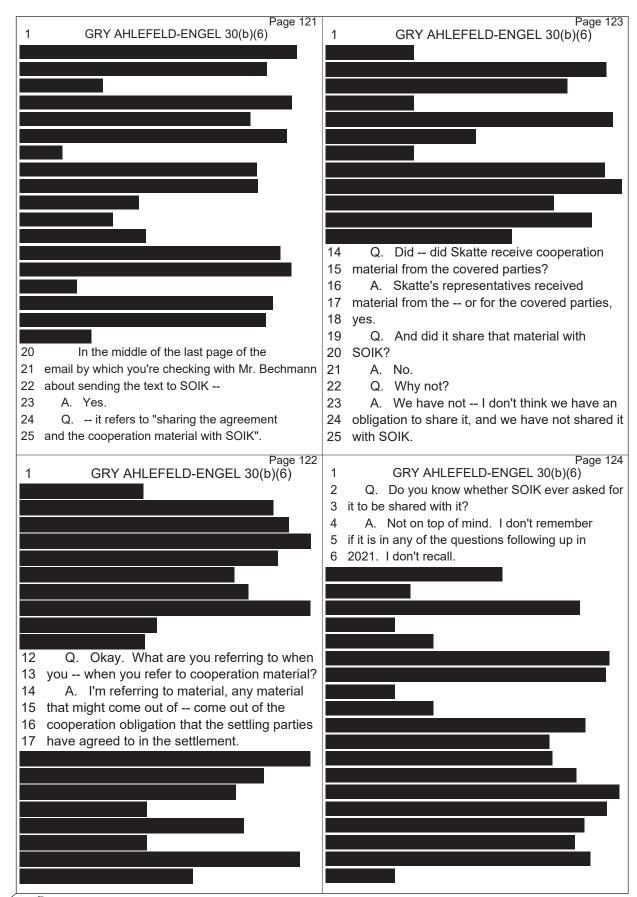


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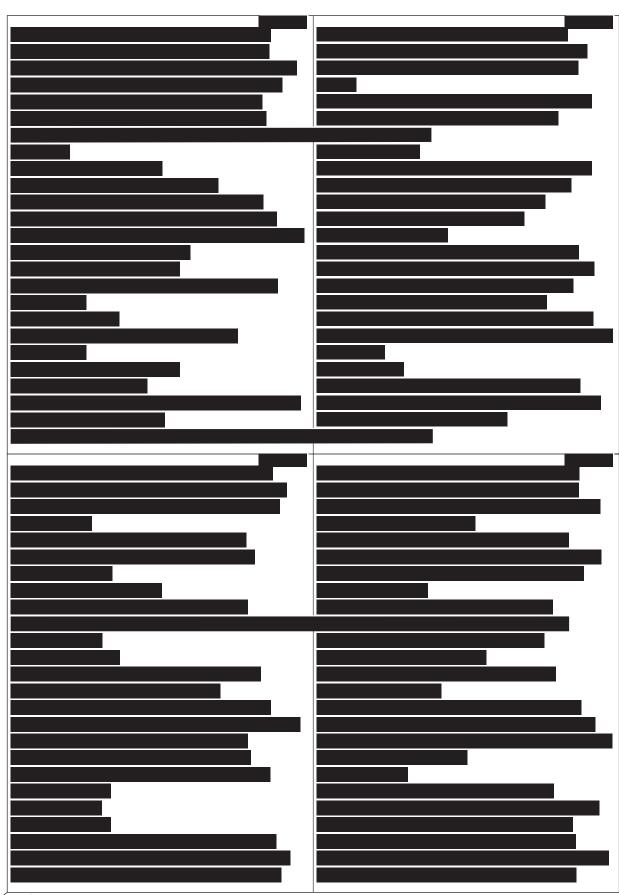
the text with the wording of what later











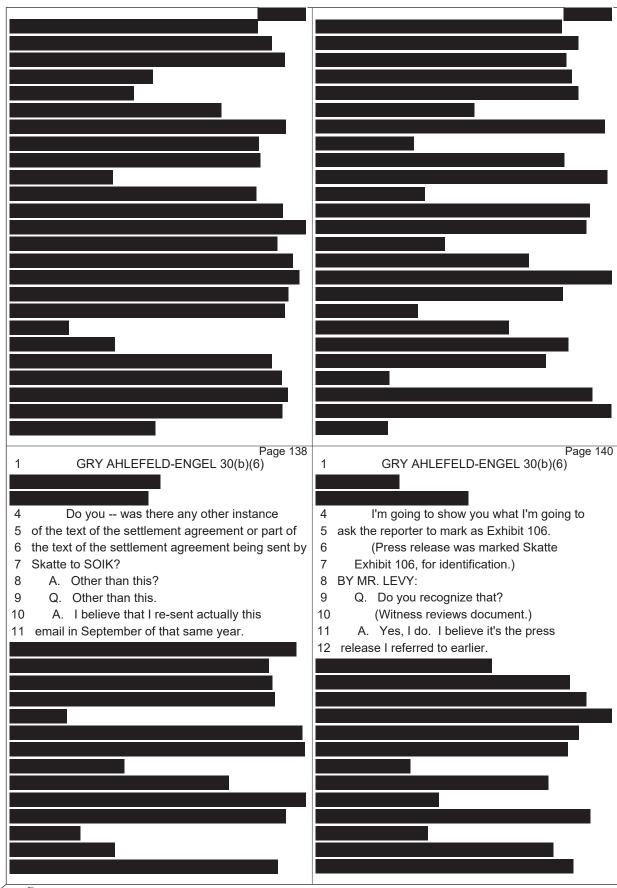




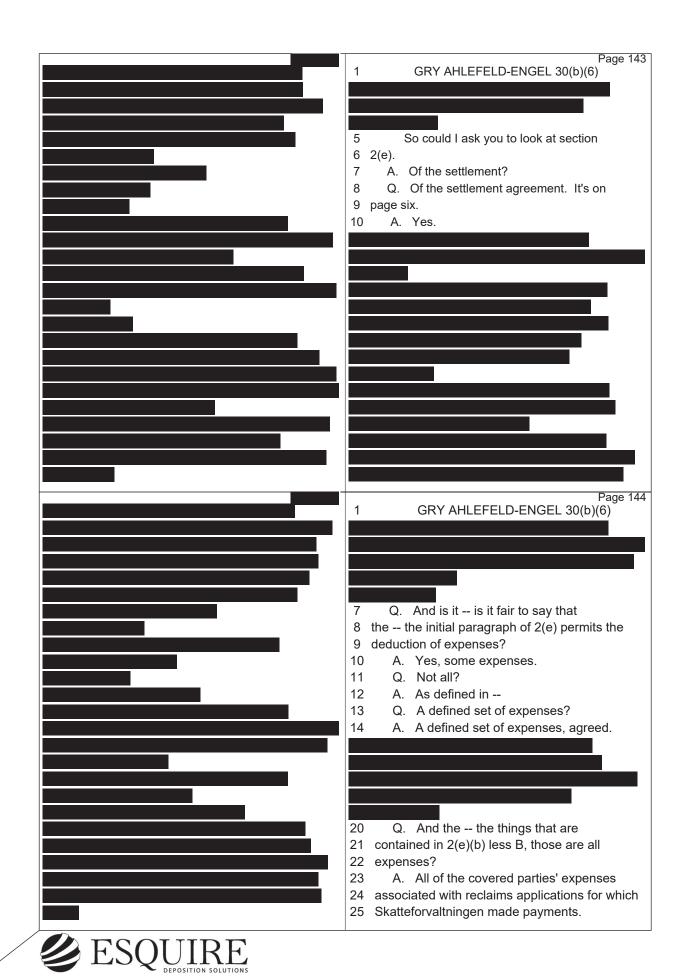










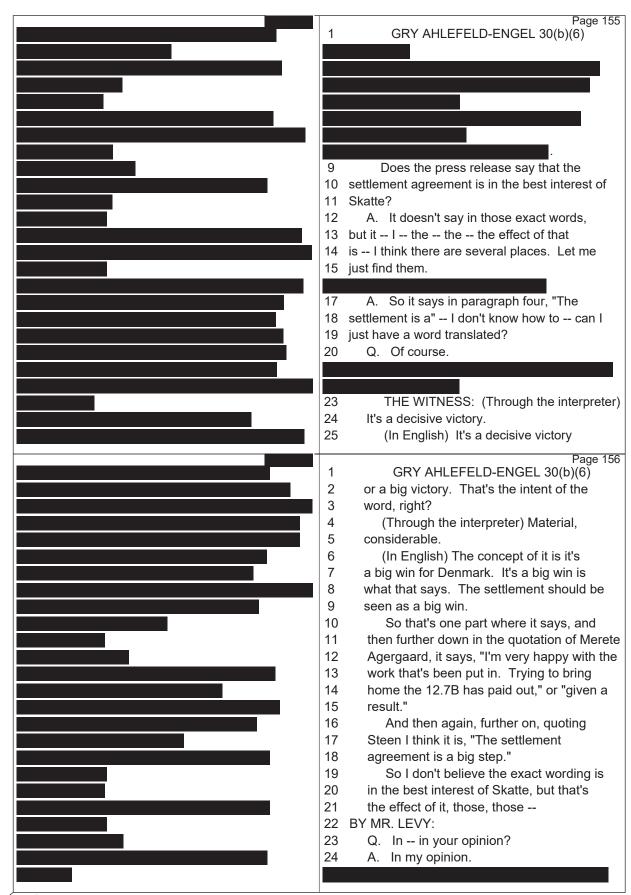








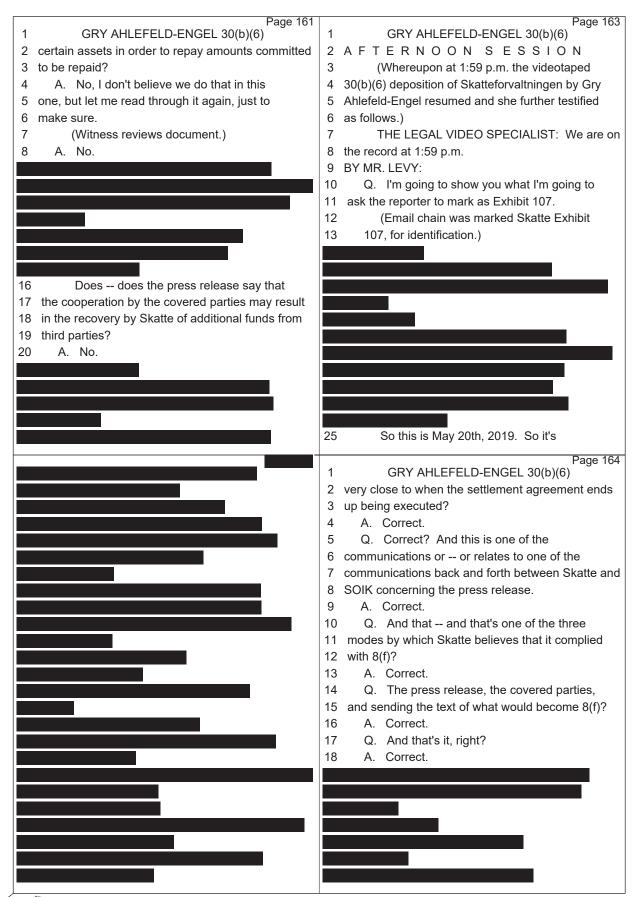






Page 157 Page 159 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) 1 2 Does the -- does the press release to cooperation? 3 indicate that the -- there had been provided by 3 A. Anywhere in the press release? the covered parties' designees a form of security 4 Q. Uh-huh. for payment of the final settlement amount? 5 A. Or in the settlement? 6 A. The confessions of judgment? 6 Q. No, in the press release. Does it 7 Q. Uh-huh. describe any other aspects of cooperation? 8 A. No, that doesn't --8 A. No, not other than the ones we've been Q. Okay. 9 9 through. 10 A. -- refer to that in the press release. Q. And does it say that the covered 11 Does the press release say that Skatte 11 12 parties' designees would pay interest under will communicate with SOIK certain things that are 13 certain circumstances? set out in section 8(f)? 14 (Witness reviews document.) 14 A. No. 15 A. No, I don't believe it says in this 15 Q. Why not? A. That would be an unnatural place to put one. It's -- I think that's at a -- a later point 16 I think one of the press releases are addressing 17 that we would communicate that to SOIK. the interest. I don't think this one addresses Q. The -- the -- there was an awful lot of 19 the interest. 19 energy spent communicating with SOIK about what would and wouldn't be in the press release. 21 Is that fair to say? THE WITNESS: That is fair. 23 BY MR. LEVY: 24 A. So these press releases, they were not 25 sent out by us solely. They were run through your Q. And a lot of that effort involved Page 158 Page 160 1 GRY AHLEFELD-ENGEL 30(b)(6) GRY AHLEFELD-ENGEL 30(b)(6) clients' lawyers at the time. So this was an clarifying the relationship between Skatte and the criminal endeavor that SOIK was engaged in, 3 agreed line of communication with them as well. I just want that fact to be reflected 4 4 correct? as well. 5 5 A. The -- the fact that we didn't have any 6 Q. And did you ever tell Mr. Stein, and influence on the criminal endeavor. We couldn't 7 Mr. Lhote, and McGee's -- and Mr. McGee's lawyers undertake any obligations towards the criminal --8 that at the time the press release was the any criminal endeavor that there might be based on 9 means -- was one of the means by which Skatte was the reports that we filed to SOIK. 10 going to comply with section 8(f)? 10 Q. Right, but they -- the one time -- the 11 A. No. 11 one instance in the settlement agreement that does 12 Q. Did -- did Skatte communicate that to 12 actually relate to the relationship between Skatte 13 anyone outside of Skatte ever? and SOIK is not present in the -- in the press 14 A. I don't believe we did, no. 14 release, correct? 15 A. Correct. 16 Does the -- does the press release 16 Q. And -- fair enough. explain the process by which the true-up amount 17 And other than the -- the part of the would be calculated and then obtained? press release that relates to the four years and 18 19 (Witness reviews document.) the 650, which consists of 650, does the 20 20 settlement agreement -- withdrawn -- does the 21 Q. And -- and other than the paragraph press release refer to any aspect of the letter 21 22 that we looked at before about the cooperation, 22 agreement? does the settlement agreement describe in any --23 A. No. 24 in any other way the various requirements that 24 Q. Does it make reference to the fact that 25 the -- that the covered parties took on relative 25 the -- that there would need to be liquidated

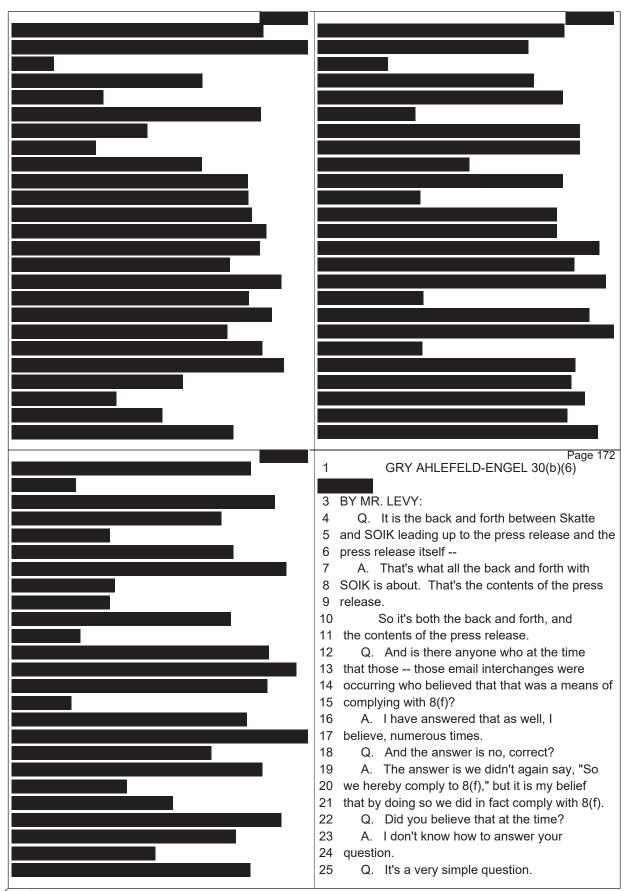




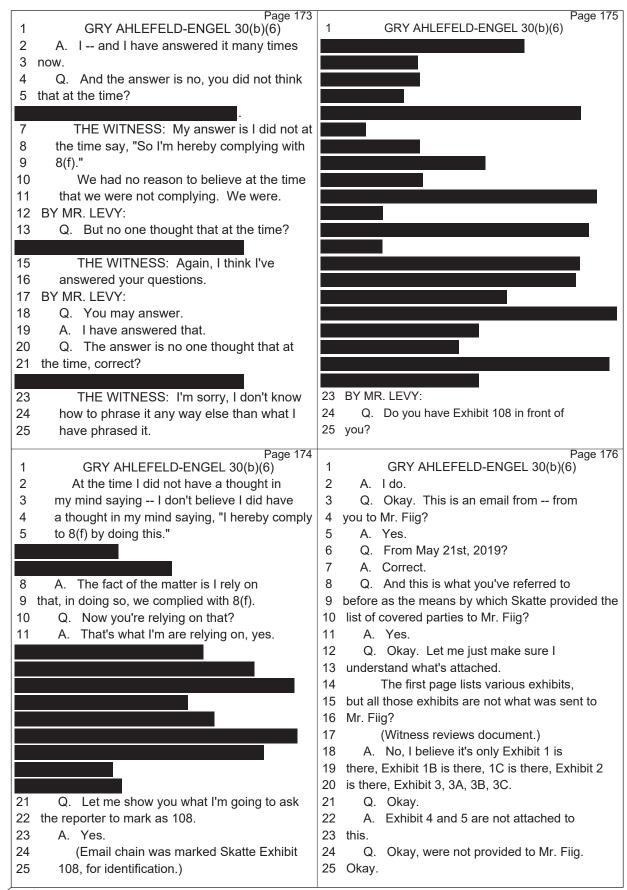




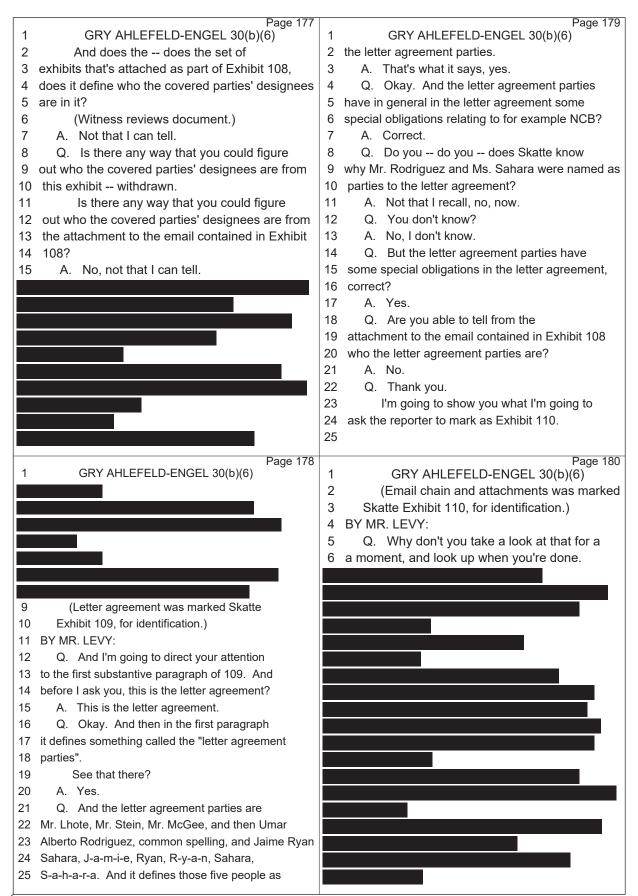




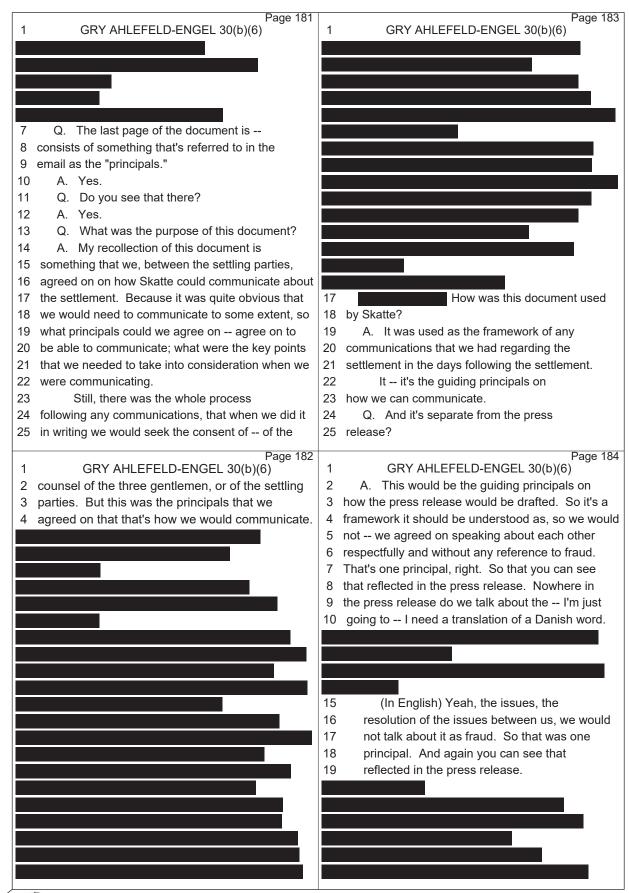




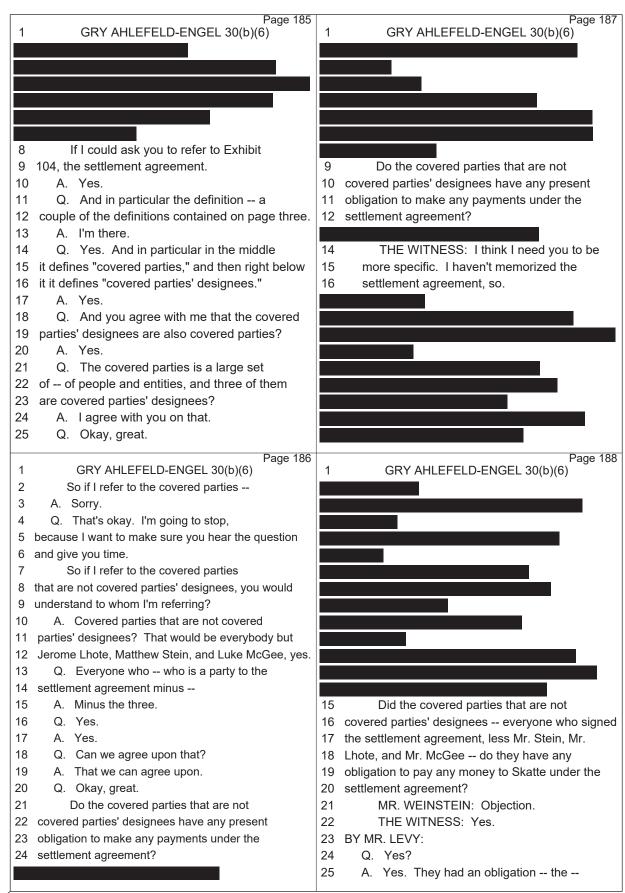




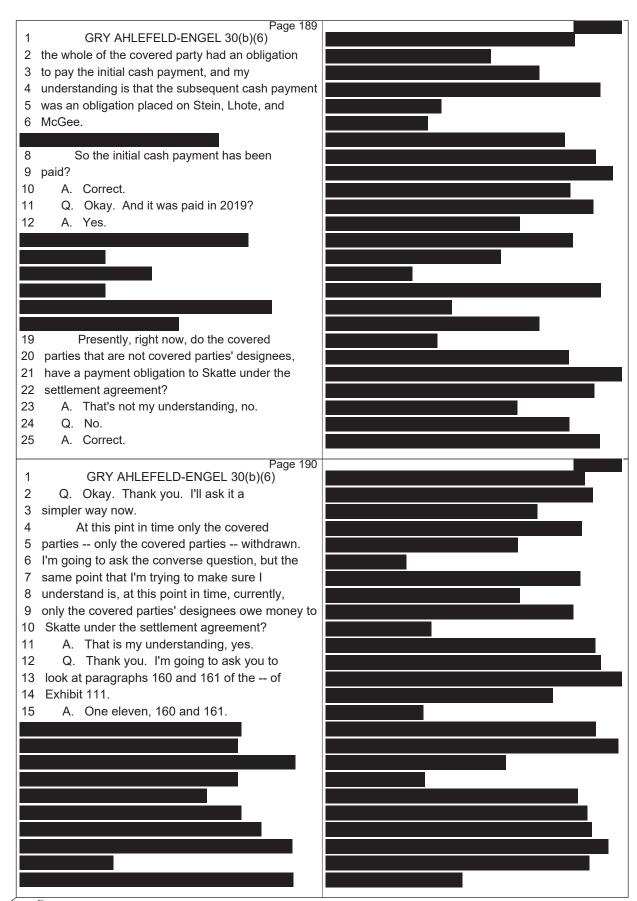




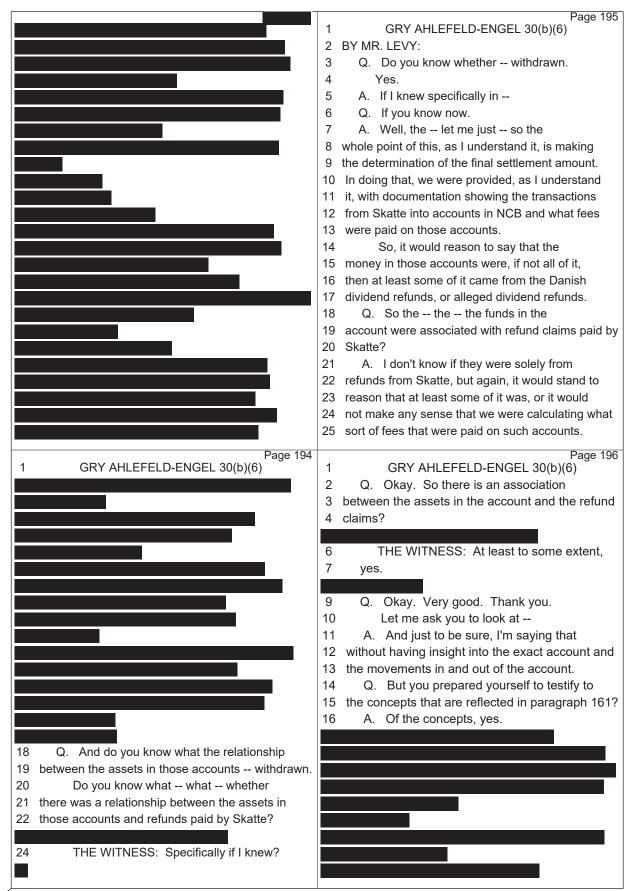
























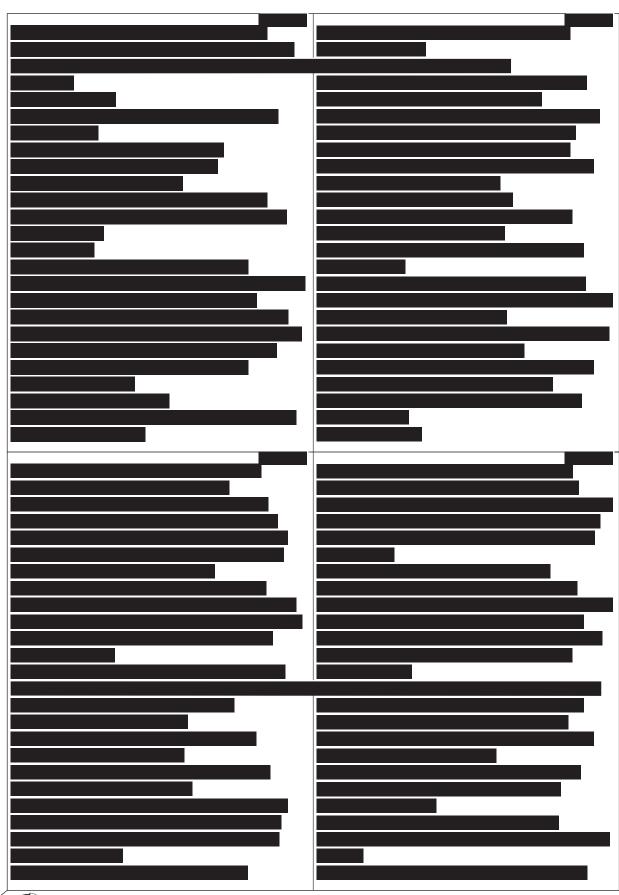








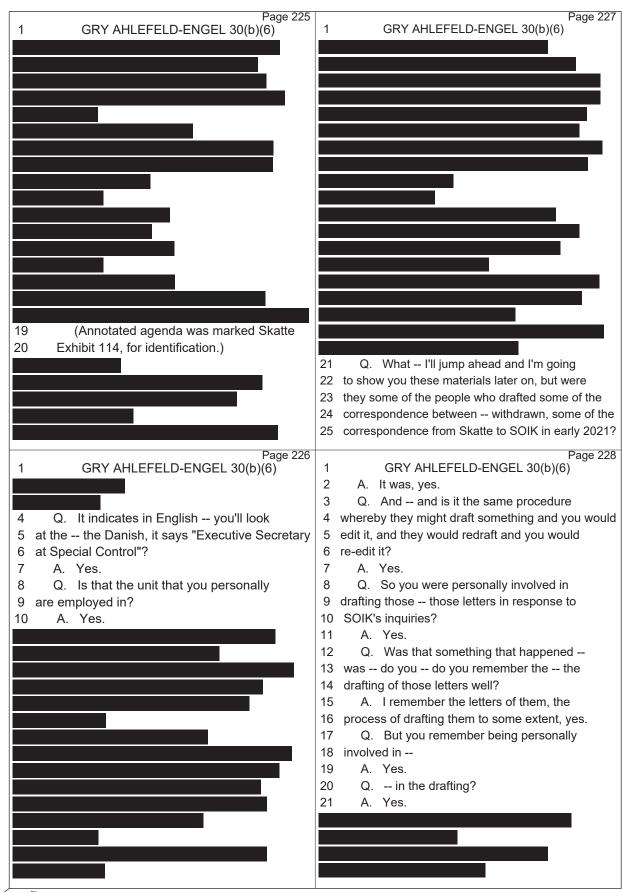




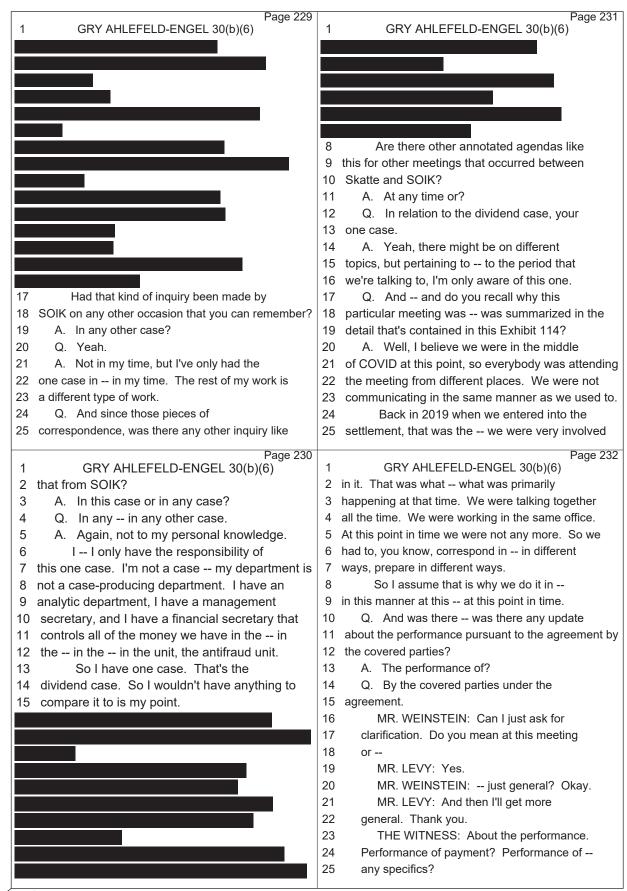














Page 233 Page 235 1 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) 2 the right direction. 3 3 BY MR. LEVY: Is there any specific obligation that 4 Q. The covered parties were required to do you are referring to whether or not that we 4 a series of things after the initial payment. 5 reported on in the meetings with SOIK? 6 A. Yeah. 7 Q. Correct? 8 A. Yes. 9 Q. And that series of things included quarterly reports, correct? 10 So is there anything that you recall 10 11 A. Yes. reporting to SOIK that Skatte was required to do 12 Q. And cooperation? under the settlement agreement after the signing A. Yes. 13 13 of it? 14 Q. And if possible the making of payments, 14 A. I think we're going a little bit around 15 correct? 15 in circles here. A. Yes. 16 16 Q. Let me see if I can start -- let me see Q. Okay. And was there anything that if I can start with the covered parties first, and 17 17 18 Skatte was required to do that you can remember then we'll return to SOIK. 18 19 after the signing of the settlement agreement? 19 A. Yes. 20 A. That we were required to do after the 20 Q. So, after the signing of the settlement 21 signing? 21 agreement and the payment of the initial cash 22 Q. Yeah, besides comply with 8(f), which 22 payment... we've talked about. 23 23 A. Mm-hmm. 24 24 Was there anything specific that you The covered parties have to cooperate, remember being an obligation of -- of Skatte? 25 right? Page 234 Page 236 1 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) 2 A. It's -- it's very broadly phrased. Can 2 A. Yes. 3 3 you be more specific and point me in the right Q. They have to provide some quarterly direction of what you're -reports, correct? 5 Q. Sure. 5 A. Yes. 6 A. -- getting at? 6 Q. And there may have been some payments? 7 A. Yes. 7 Q. I just want to understand sort of 8 what -- what is observed is a bit of quiet in 8 Q. Correct? Was there -- were there any 9 terms of the documents that we've seen by way of meetings where those things were reported on 10 things that Skatte had to do after the signing of with -- where SOIK was -- was present? 11 the settlement agreement and the payment of the 11 A. I don't have a specific recollection of 12 initial money. 12 it, but that would have been something we reported We don't see a lot of documents to SOIK, that we had gotten the initial cash 13 concerning things that Skatte had to do under the payment. That would have been reported. If we at that point had received cooperation, that would settlement agreement. 15 16 A. What things? 16 have been told to SOIK. 17 Q. That's what I'm asking you. 17 But, again, asking about my specific What things did Skatte have to do under 18 recollection of it, I don't have that, five years 18 19 the settlement agreement after the initial later on. 20 payment? 20 Q. You're guessing about what -- what 21 would have been reported? 22 22 THE WITNESS: Again, I'm not sure what A. I am giving a qualified assessment of 23 you're getting at specifically. I don't -- I 23 what we would naturally have told SOIK.

24

25 you actually did?

Q. You don't have any recollection that

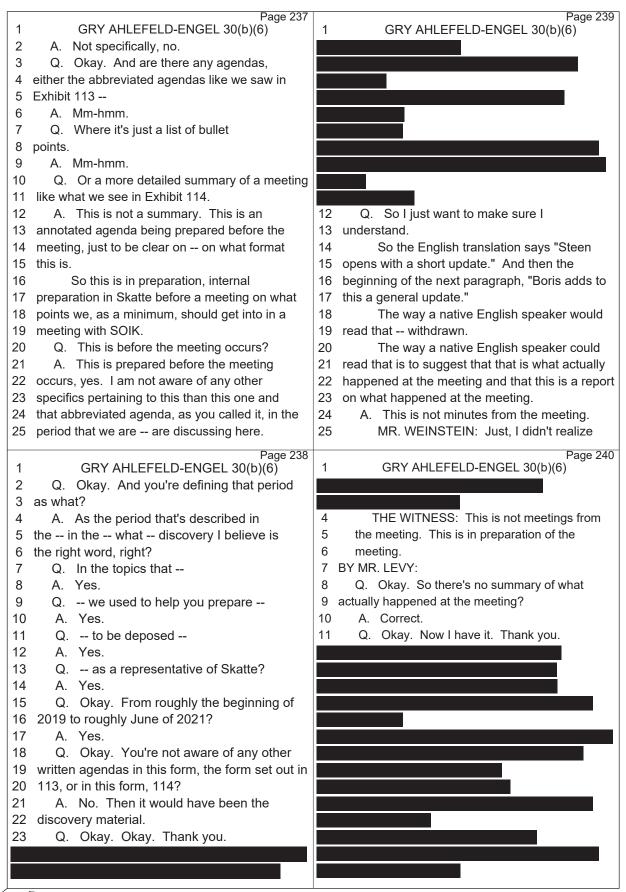


haven't memorized the settlement agreement

for this, so I would need you to point me in

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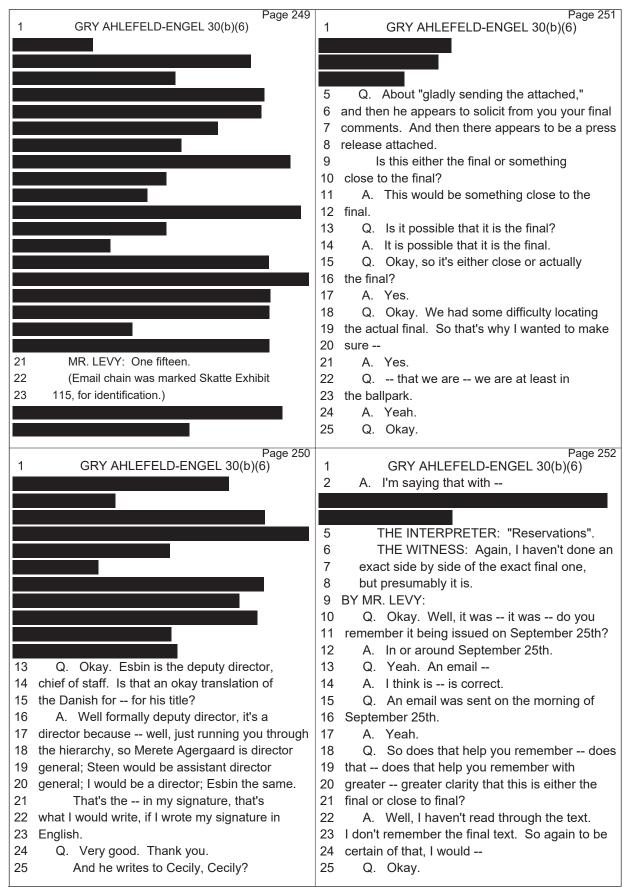














Page 253 Page 255 1 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) 2 A. -- have to see them side by side. So the criminal case is, correct? 3 that's what my reservation concerns. 3 A. One of the -- yes, one of the purposes Q. Fair enough. Thank you. Does -- does 4 of its righting and obvious wrong as we saw the 4 5 this help you -- does this refresh your stories, the medias were pushing at the time. 6 recollection about the criticisms -- withdrawn. 6 Q. And do you remember whether this press 7 Does this refresh your recollection 7 release was also -- withdrawn. 8 Do you remember whether this press about the criticisms that were out in the media that generated the need perceived by Skatte to release was provided in draft form to counsel for issue this press release? 10 the covered parties? 11 A. Yes, it does. 11 A. I believe all press releases were. All 12 Q. Okay. 12 communications were, as I said earlier, was 13 A. I haven't read through the whole thing provided to the settling parties' counsel. 13 14 yet, but, just reading through the first 14 Q. It doesn't say anything about 8(f), 15 paragraph, and it's along the lines that what I 15 does it? 16 said before. It's talking about large discounts 16 A. Then I need to read through the whole 17 that we gave to the settling parties, that we had 17 thing. promised them criminal immunity. 18 Q. Fair enough. 18 A. Yes. 19 Q. Let me direct your attention to the --19 20 to the Danish --21 A. Mm-hmm. 22 Q. -- for one second. 23 A. Mm-hmm. 24 Q. The third line down in the Danish of 25 the first substantive paragraph that refers to Page 256 Page 254 GRY AHLEFELD-ENGEL 30(b)(6) GRY AHLEFELD-ENGEL 30(b)(6) 1 "DV2"? 2 3 A. Yes. 4 Q. There's a word -- and I'm going to 5 spell it for the reporter: S-t-r-a-f-f-r-i-h-e-d, and that has been translated as "impunity". Q. Okay. The -- the press release doesn't 7 A. I don't know the word "impunity". say that in the settlement agreement Skatte 8 Q. Okay, I'm -- that's exactly what I committed to making certain things -- withdrawn. wanted to get at. So I want -- I just want you to It doesn't say in the press release explain what the Danish concept that's captured in that pursuant to the settlement agreement Skatte 11 the Danish is referring to. had committed to communicating certain things in a 12 A. It's referring to -- well, what is 12 certain way to SOIK? 13 alleged by the media is that Skatte has promised 13 A. In this press release? 14 immunity from criminal liability and large Q. Yes. 15 discounts. 15 A. No, that wouldn't have been the context -- wouldn't have made sense in the 16 Q. And that was not true? 16 17 A. That was not true? No. 17 context. 18 18 Q. From your perspective, that's not true? This is rebutting critique from the 19 media about the settlement. So that's what we A. No. 20 Q. This is not, as you understand it, what 20 argued against. That was the -- the main purpose 21 the settlement agreement does? 21 of this press release, was saying, so the media is saying this is not true because of this. They're 22 A. No, correct. 23 Q. And -- and the purpose of this -- one 23 saying number two, this, it's not true because of

24 this.

25

So that's how the whole press release



of the purposes of the press release is to clarify

what the relationship between the settlement and







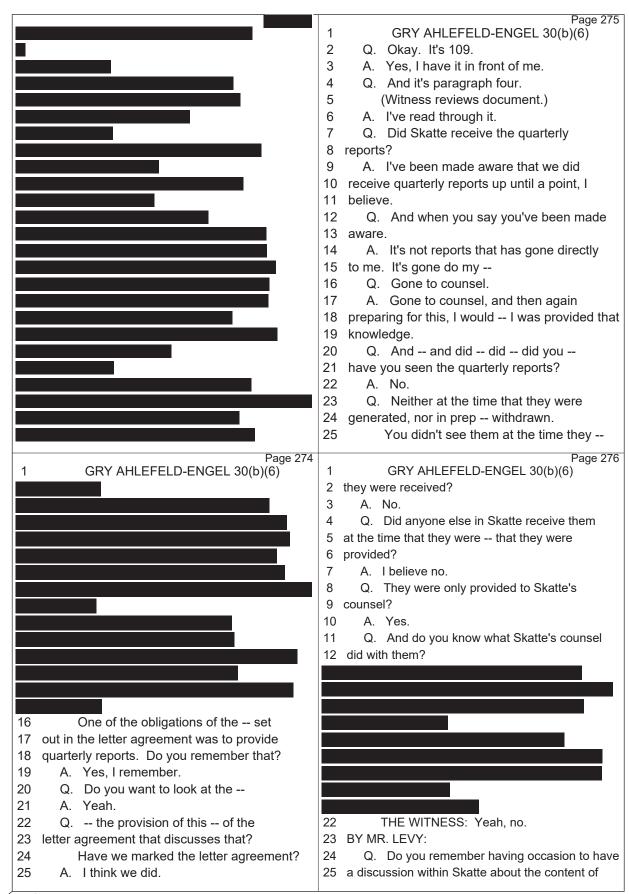




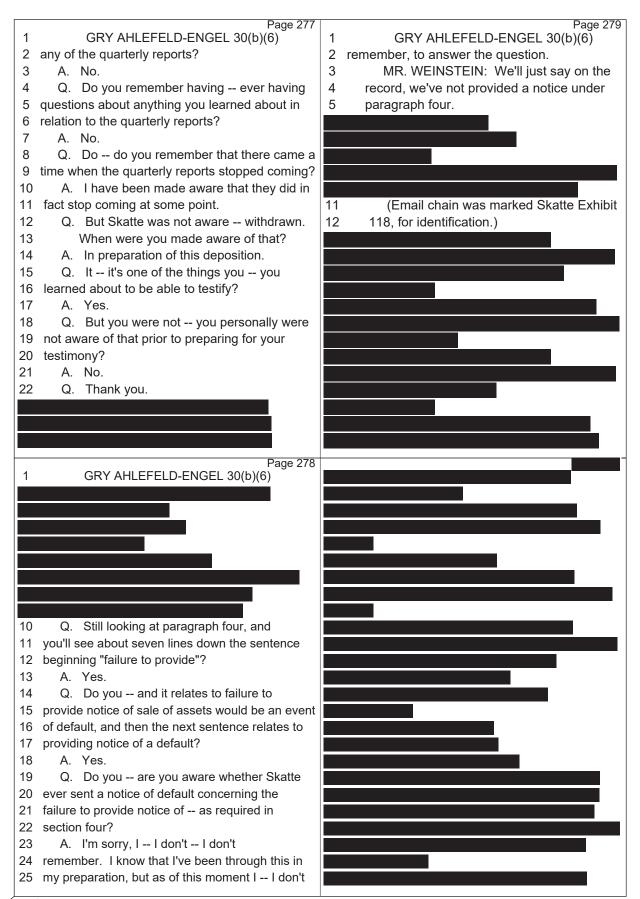




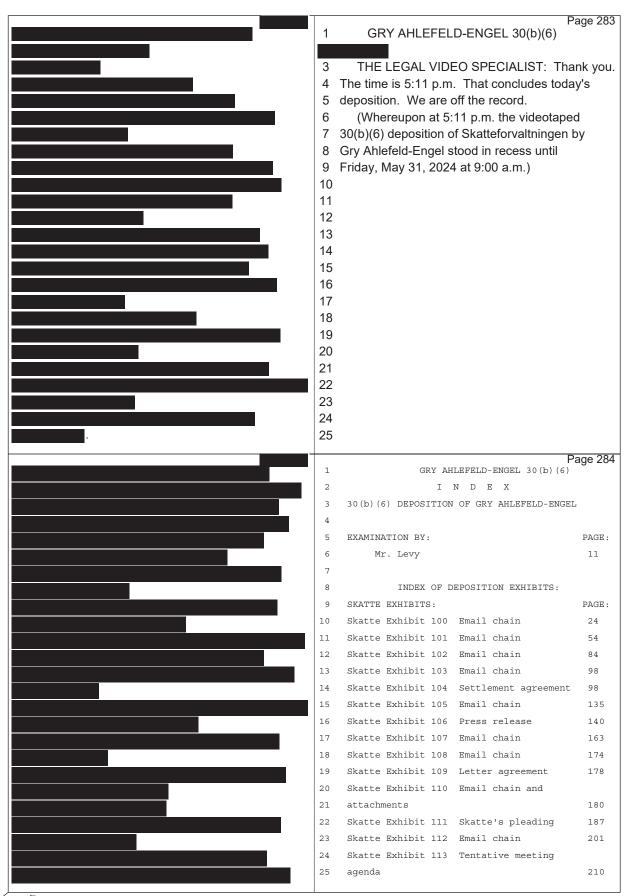














GRY AHLEFELD-ENGEL 30(b)(6) Stein v Skatteforvaltningen

May 30, 2024 285–288

		Page 285		Page 287
1	GRY AHLEFELD-ENGEL 30(b)(6		1	GRY AHLEFELD-ENGEL 30(b)(6)
2	INDEX OF DEPOSITION EXHIBITS CONTI	NUED:	2	ACKNOWLEDGEMENT OF WITNESS
3	SKATTE EXHIBITS:	PAGE:	3	I, GRY AHLEFELD-ENGEL, do hereby
4	Skatte Exhibit 114 Annotated agenda	225	4	acknowledge that I have read and examined the
5	Skatte Exhibit 115 Email chain	249	5	foregoing testimony, and the same is a true,
6	Skatte Exhibit 116 Email chain	261	6	correct and complete transcription of the
7	Skatte Exhibit 117 Email chain	272	7	testimony given by me, and any corrections appear
8	Skatte Exhibit 118 Email chain	279	8	on the attached Errata sheet signed by me.
9	Skatte Exhibit 119 Email chain	279	9	
10			10	(DATE) (SIGNATURE)
11	(Exhibits attached to original trans-	cript.)	11	
12			12	
13			13	
14			14	
15			15	
16			16	
17			17	
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23			23	
24			24	
25			25	
1	GRY AHLEFELD-ENGEL 30(b)(6)	Page 286	1	Page 288 GRY AHLEFELD-ENGEL 30(b)(6)
2	ERRATA SHEET FOR THE TRANSCRIPT OF		2	CERTIFICATE
3	Case Name: Matthew Stein and Jerome Lhote Skatteforvaltningen.	vs.	3	STATE OF NEW YORK)
4	Dep. Date: May 30, 2024 Deponent: 30(b)(6) of Skatteforvaltninger	n by Gry	4	: Ss.
5	Ahlefeld-Engel		5	COUNTY OF NEW YORK)
6	CORRECTIONS: Pg. Ln. Now Reads Should Read Reason		6	I, Kim M. Brantley, Shorthand
0	Pg. Ln. Now Reads Should Read Reason		7	Reporter, and Notary Public within and for the
7			8	State of New York, do hereby certify:
8			9	That GRY AHLEFELD-ENGEL, the witness
9			10	whose deposition is hereinbefore set forth, was
10			11	duly sworn by me and that such deposition is a
11			12	true record of the testimony given by the witness.
12			13	I further certify that I am not related
13			14	to any of the parties to this action by blood or
			15	marriage, and that I am in no way interested in
14			16	the outcome of this matter.
15			17	IN WITNESS WHEREOF, I have hereunto set
16			18	my hand this 2nd day of June, 2024.
17			19	
18	Signature of Dep	onent	20	K.im M. Brantley
19	SUBSCRIBED AND SWORN BEFORE ME			Kim M. Brantley
20 21	THISDAY OF, 2024		22	-
22	(Notary Public)			
	MY COMMISSION EXPIRES:		24	My Commission expires May 31, 2026.
23				
24			25	



May 31, 2024 289–292

1	Page 289	1	Page 291 GRY AHLEFELD-ENGEL 30(b)(6)
2	UNITED STATES DISTRICT COURT	2	APPEARANCES:
3	SOUTHERN DISTRICT OF NEW YORK	3	For Plaintiffs/Counterclaim Defendants
4)	4	Matthew Stein and Jerome Lhote:
5	MATTHEW STEIN and JEROME LHOTE,)	5	MCKOOL SMITH, PC
6	Plaintiffs,) Case No.:	6	1301 Avenue of the Americas 32nd FL
7	v.) 23 Civ. (NRB)	7	New York, New York 10019
		8	(212) 402-9412
8	,		
9	Defendant.)	9	Email: dlevy@mckoolsmith.com
10	and)	10	ovisconti@mckoolsmith.com
11	LUKE MCGEE,)	11	BY: DANIEL LEVY, ESQUIRE
12	Nominal Defendant.)	12	OLIVIA VISCONTI, ESQUIRE
13)	13	
14	SKATTEFORVALTNINGEN,)	14	For Defendant/Counterclaim Plaintiff
15	Counterclaim Plaintiff,)	15	Skatteforvaltningen:
16	v.)	16	HUGHES HUBBARD & REED, LLP
17	MATTHEW STEIN, JEROME LHOTE,)	17	One Battery Park Plaza
18	and LUKE MCGEE,)	18	New York, New York 10004
19	Counterclaim Defendants.)	19	(212) 837-6843
20)	20	Email: marc.weinstein@hugheshubbard.com
21	CONTINUED VIDEOTAPED 30(b)(6) DEPOSITION OF	21	neil.oxford@hugheshubbard.com
22	SKATTEFORVALTNINGEN by GRY AHLEFELD-ENGEL	22	kiran.rosenkilde@hugheshubbard.com
23		23	BY: MARC A. WEINSTEIN, ESQUIRE
24	Reported by: Kim M. Brantley	24	NEIL J. OXFORD, ESQUIRE
25	Job No: J11294061	25	KIRAN ROSENKILDE, ESQUIRE
			, -
1	GRY AHLEFELD-ENGEL 30(b)(6)		Page 292
		1 1	
		1	GRY AHLEFELD-ENGEL 30(b)(6)
2	Friday, May 31, 2024	2	APPEARANCES CONTINUED:
2	Friday, May 31, 2024 Time: 9:13 a.m.	2	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant
2 3 4	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of	2 3 4	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee:
2 3 4 5	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held	2 3 4 5	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP
2 3 4 5	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza,	2 3 4 5	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor
2 3 4 5 6	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court	2 3 4 5 6	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131
2 3 4 5 6 7 8	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza,	2 3 4 5 6 7 8	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400
2 3 4 5 6 7 8	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court	2 3 4 5 6 7 8	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com
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2 3 4 5 6 7 8 9	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com
2 3 4 5 6 7 8 9 10	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com
2 3 4 5 6 7 8 9 10 11	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10 11	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com BY: DANIEL NEWMAN, ESQUIRE
2 3 4 5 6 7 8 9 10 11 12	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10 11 12 13	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com BY: DANIEL NEWMAN, ESQUIRE JUSTIN B. KAPLAN, ESQUIRE
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2 3 4 5 6 7 8 9 10 11 12 13 14 15	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10 11 12 13 14 15	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com BY: DANIEL NEWMAN, ESQUIRE JUSTIN B. KAPLAN, ESQUIRE EDGAR A. NEELY, IV, ESQUIRE (Georgia) (Attending via Zoom)
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com BY: DANIEL NEWMAN, ESQUIRE JUSTIN B. KAPLAN, ESQUIRE EDGAR A. NEELY, IV, ESQUIRE (Georgia) (Attending via Zoom) ALSO PRESENT:
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com BY: DANIEL NEWMAN, ESQUIRE JUSTIN B. KAPLAN, ESQUIRE EDGAR A. NEELY, IV, ESQUIRE (Georgia) (Attending via Zoom) ALSO PRESENT: Counsel from Kammeradvokaten (Denmark)
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com BY: DANIEL NEWMAN, ESQUIRE JUSTIN B. KAPLAN, ESQUIRE EDGAR A. NEELY, IV, ESQUIRE (Georgia) (Attending via Zoom) ALSO PRESENT: Counsel from Kammeradvokaten (Denmark) KATRINE HENCKEL HARLOFF, ESQUIRE ANNE CHRISTINE K. EGHOLM, ESQUIRE MIKKEL D. FANO, ESQUIRE (Attending via Zoom) and
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com BY: DANIEL NEWMAN, ESQUIRE JUSTIN B. KAPLAN, ESQUIRE EDGAR A. NEELY, IV, ESQUIRE (Georgia) (Attending via Zoom) ALSO PRESENT: Counsel from Kammeradvokaten (Denmark) KATRINE HENCKEL HARLOFF, ESQUIRE ANNE CHRISTINE K. EGHOLM, ESQUIRE MIKKEL D. FANO, ESQUIRE (Attending via Zoom) and MATTHEW STEIN, Plaintiff
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Friday, May 31, 2024 Time: 9:13 a.m. Continued videotaped 30(b)(6) deposition of SKATTEFORVALTNINGEN, by GRY AHLEFELD-ENGEL, held at Hughes Hubbard & Reed, One Battery Park Plaza, New York, New York, before Kim M. Brantley, Court Reporter and Notary Public of the State of New	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	APPEARANCES CONTINUED: For Nominal Defendant/Counterclaim Defendant Luke McGee: NELSON MULLINS RILEY & SCARBOROUGH, LLP 2 S Biscayne Blvd 21st Floor Miami, Florida 33131 (305) 373-9400 Email: dan.newman@nelsonmullins.com justin.kaplan@nelsonmullins.com edgar.neely@nelsonmullins.com BY: DANIEL NEWMAN, ESQUIRE JUSTIN B. KAPLAN, ESQUIRE EDGAR A. NEELY, IV, ESQUIRE (Georgia) (Attending via Zoom) ALSO PRESENT: Counsel from Kammeradvokaten (Denmark) KATRINE HENCKEL HARLOFF, ESQUIRE ANNE CHRISTINE K. EGHOLM, ESQUIRE MIKKEL D. FANO, ESQUIRE (Attending via Zoom) and

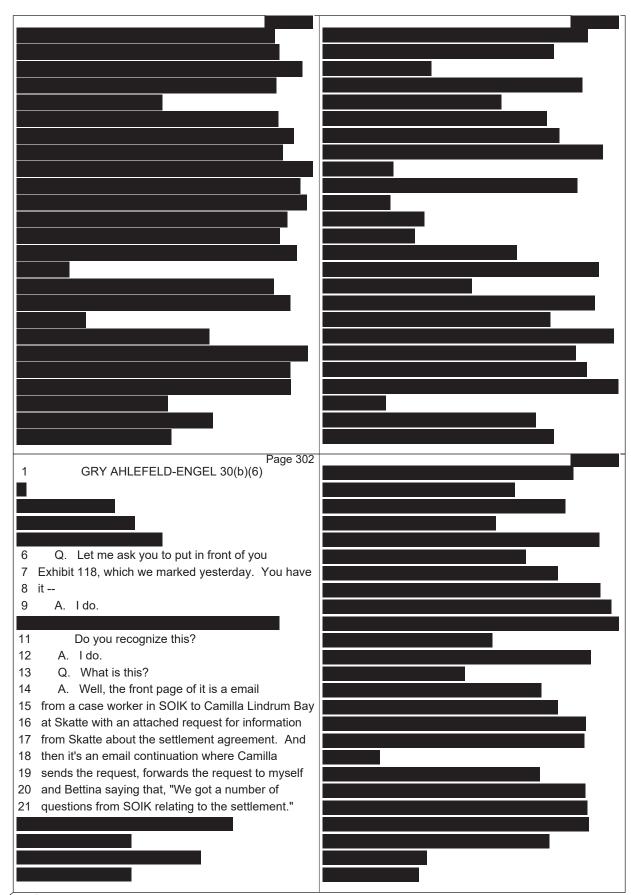


1	Page 293 GRY AHLEFELD-ENGEL 30(b)(6)	1	Page 295 GRY AHLEFELD-ENGEL 30(b)(6)
2	APPEARANCES CONTINUED:	2	Hubbard Reed, for Skatte.
3	ANETTE CHRISTENSEN, Interpreter of Danish	3	
4	(Appearing via Zoom)	_	MS. HARLOFF: Katrine Henckel Harloff,
		4	for Kammeradvocaten, Skatte.
5	and	5	MS. EGHOLM: Anne Kristine Egholm,
6	CHARLES BOWMAN, Legal Video Specialist	6	Kammeradvokaten, Skatte.
7	Esquire Deposition Solutions	7	MR. ROSENKILDE: Kiran Rosenkilde,
8		8	Hughes Hubbard & Reed, for Skatte.
9		9	MR. LEVY: Can I ask the videographer
10		10	to identify those who are present by Zoom.
11		11	THE LEGAL VIDEO SPECIALIST: Yes, sir.
12		12	Anette Christensen, Edgar Neely
13		13	THE INTERPRETER: Yes.
14		14	THE LEGAL VIDEO SPECIALIST: Edgar
15		15	Neely, Matt Stein, Mikkel D. Fano.
16		16	MR. LEVY: There's no one else?
17		17	THE LEGAL VIDEO SPECIALIST: That's it.
18		18	MR. LEVY: Okay, very good. Thank you.
19		19	And Mr. Neely is from Nelson Mullins on
20		20	behalf of Mr. McGee.
21		21	ANETTE CHRISTENSEN,
22		22	called as the official interpreter of Danish, did
23		23	swear to translate the questions in this case from
24		24	English to Danish, and the answers from Danish to
25		25	English, to the best of her ability.
	Page 294		Page 296
1	GRY AHLEFELD-ENGEL 30(b)(6)	1	GRY AHLEFELD-ENGEL 30(b)(6)
2	PROCEEDINGS		
3	THE LEGAL VIDEO SPECIALIST: We are now		
4	on the record. The time is 9:13 a.m. on May		
5	31st, 2024.	5	GRY AHLEFELD-ENGLE,
6	This is the continuation of the	6	called as a witness by Counsel for the Plaintiffs,
7	videotaped deposition of Gry Ahlefeld-Engel,	7	and, after having been first duly sworn by the
8	taken in the matter of Stein and Lhote v.	8	Notary Public, was examined and testified as
9	Skatteforvaltningen, in the United States	9	follows:
10	District Court, Southern District, New York.		
11	My name is Charlie Bowman, and I'm your		
12	videographer today. The court reporter is		
13	Kim Brantley. We are representing Esquire		
14	Deposition Solutions.		
15	Would counsel please introduce		
16	yourselves and affiliations, and then the		
17	witness will be sworn in.		
18	MR. LEVY: Good morning. Daniel Levy,		
19	and Olivia Visconti from McKool Smith for Mr.		
20	Stein and Mr. Lhote.		
21	MR. NEWMAN: Dan Newman from Nelson		
22	Mullins on behalf of Luke McGee.		
23	MR. KAPLAN: Justin Kaplan from Nelson		
24	Mullins on behalf of Luke McGee.		
25	MR. WEINSTEIN: Mark Weinstein, Hughes		
-0	Trento rent. mant tromotom, riagnos		

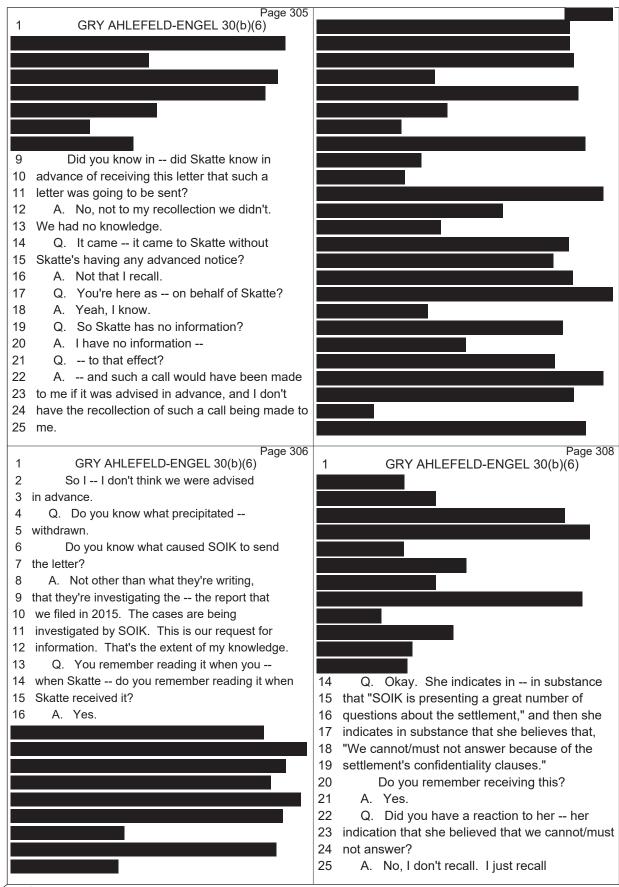




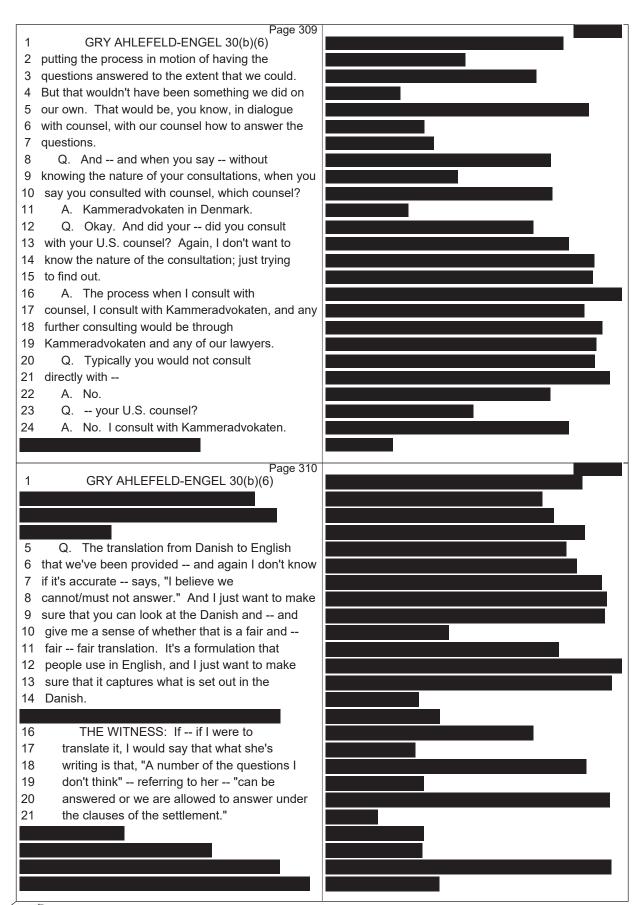


















May 31, 2024 317 - 320

Page 320

Page 317 GRY AHLEFELD-ENGEL 30(b)(6)

2 Q. What generally is -- is -- is the

3 concern being articulated by Mr. Bechmann?

A. That when we send these answers to --

or our answers to SOIK, they will be made

available to any indicted persons in the case and 6

7 will not be able to kept -- be kept confidential

8 unless such a provision being imposed on the

9 documents by way of section 729 of the Danish

10 Administrations Act.

Q. And do you know what -- what

12 limitations can be imposed under that provision?

13 A. I don't recall it that well, that

14 provisions, so I would have to have it in front of

15 me.

1

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11

16 Q. Okay.

A. It's a very extensive binder of law.

18 Q. And -- and you referred to it as the

19 Danish Administrations Code?

20 A. Danish Administrations Act. That's

21 what it's translated to directly.

22 Q. Is it the same -- is it known as the

Administration of Justice Act? 23

24 A. I only know it as the Danish

25 Administrations Act I think it's called.

Page 319

GRY AHLEFELD-ENGEL 30(b)(6)

just that it's "the" case.

So, when we allow information to go

out, we have to be aware that we lose control of

the information, and we don't know who is on the

other side of that information. We don't know if

7 there are a hundred people being charged, two

people being charged, ten people being charged.

Their defense lawyers would have access to the

10 information that we're sending out.

So the concern is, that being a fact, 12 are we going to be in breach of the

13 confidentiality clause of the -- of the

14 settlement.

11

17

15 Q. This is an inquiry from a component of

the Danish government, correct? 16

A. Correct.

18 Q. Okay. Was there any constraint in the

19 settlement agreement about responding to

governmental inquiries? 20

21 A. But that's the whole point. We can't

22 control that it only goes to the -- to the -- to

23 SOIK. Because when it's within SOIK's sphere,

24 they -- and if there's a case, which they say that

25 there is, then it will go into that case file.

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GRY AHLEFELD-ENGEL 30(b)(6)

Q. Okay. Very good. Thank you.

And then in the English, around the

4 middle, he begins, "The information will thereby

5 come to the knowledge of the accused/defense and

6 will also be able to be presented during the main

hearings in the upcoming criminal cases." 7

A. Yes.

Q. And then he continues about, "unless a

10 contrary ruling is -- is issued."

A. Mm-hmm.

12 Q. Does Skatte know what Mr. Bechmann was

referring to when he -- he referred to "upcoming 13

14 criminal cases"?

15 A. I believe it's a generalization, any

criminal casing -- cases coming up from our report 16

17 to the police.

18 Q. And what was Skatte's knowledge of what

cases might be upcoming at this point in January 19

20

21 A. Just what they're saying in the letter,

22 that they're investigating "the" case. That's the

23 whole point of their concern. They're

24 investigating "the" case. We don't know what

25 specific part of the case this is pertaining to,

GRY AHLEFELD-ENGEL 30(b)(6)

That's -- that's how it -- that's how the rules

3 are

Put on the case, and everybody who is 4

involved in that case -- the prosecutors within

SOIK, but also defense lawyers if there are in

7 fact such defense lawyers, people who are charged,

if there are such persons -- they have access to

9 that same information.

10 Q. So --

11 A. So we don't just give the information

to SOIK. We are aware that we are giving the

information potentially to a large number of

14 people.

16

18

15 Q. And that was the nature of the concern about breaching the confidentiality clause --

17 A. That's how I'm --

Q. Let me just finish.

19 A. Sorry.

20 Q. Yep -- responding to an inquiry to

SOIK, and then the concern was that it may become

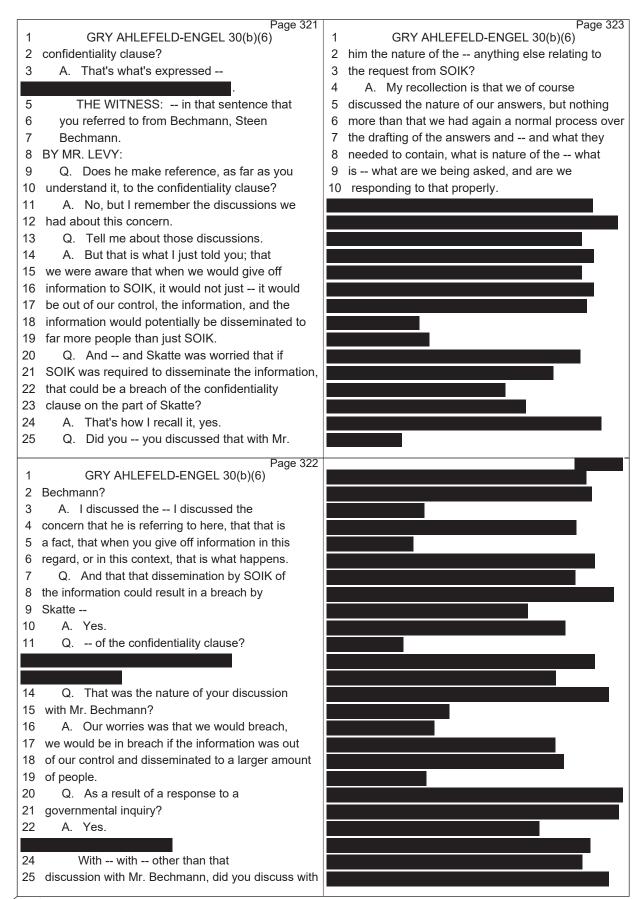
available thereafter. That was -- that was the

concern about the breach that generated -- that

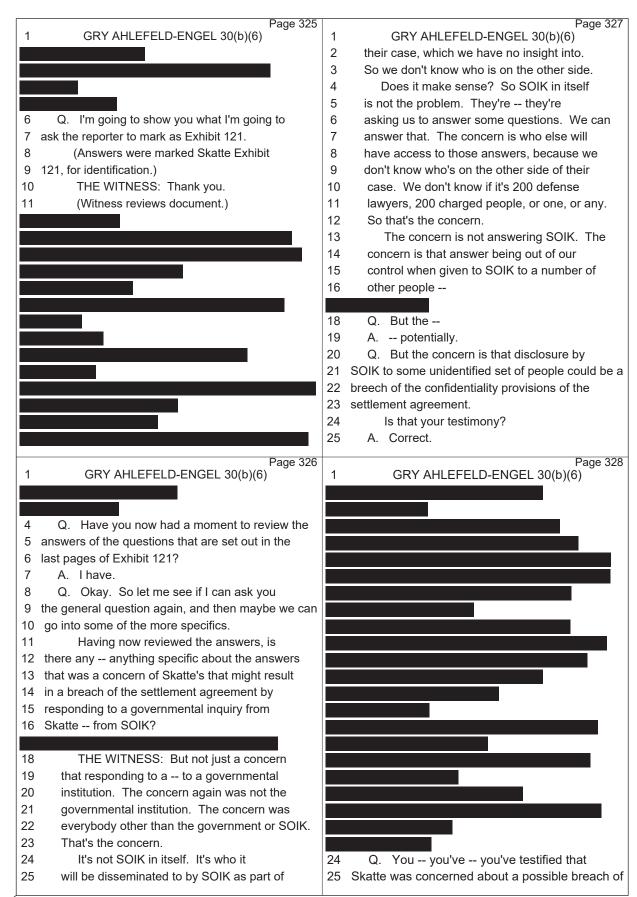
24 was the set of facts that concerned -- that

25 generated the concern about the breach of the

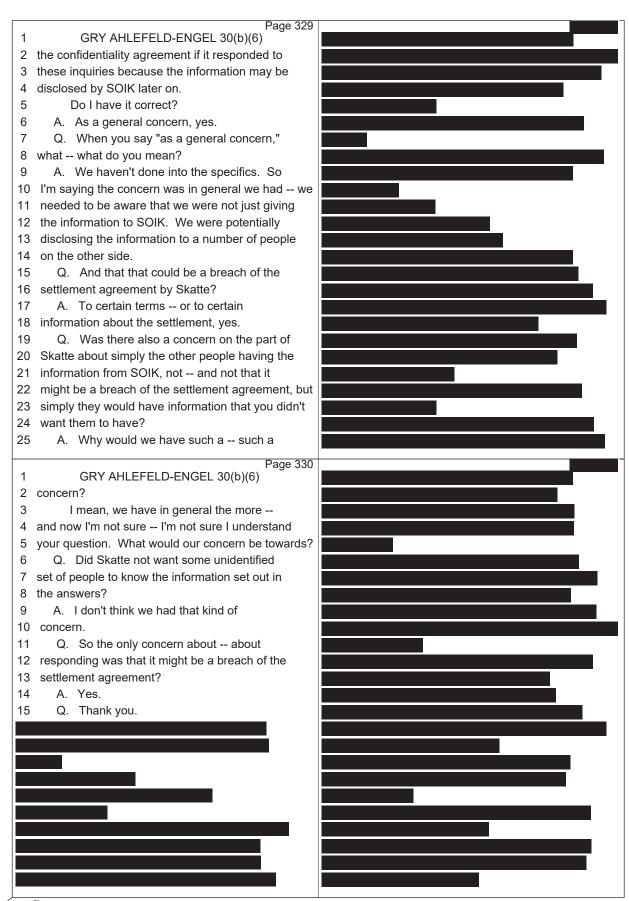
















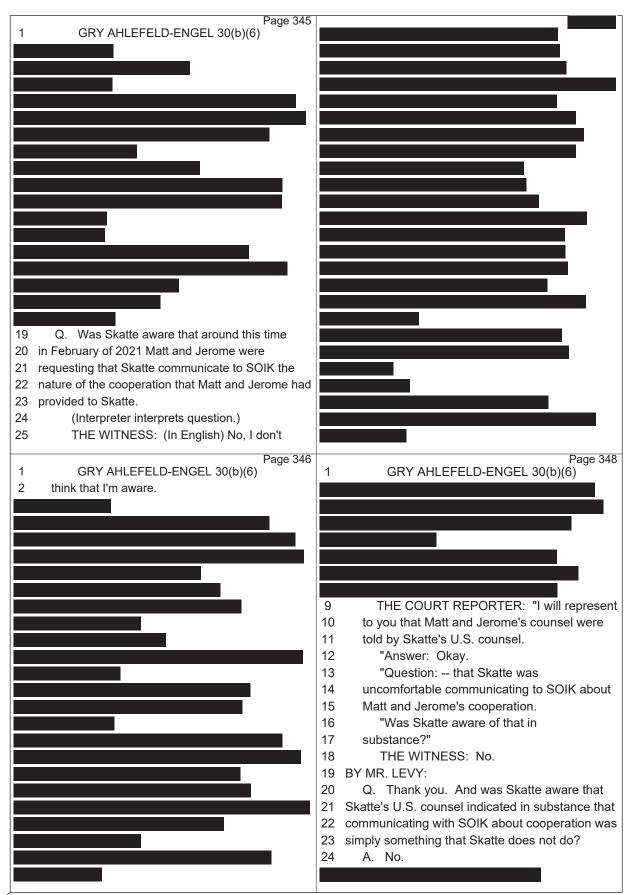


Page 337 Page 339 1 GRY AHLEFELD-ENGEL 30(b)(6) GRY AHLEFELD-ENGEL 30(b)(6) Q. And Ms. Spang writes to Mr. Bechmann 2 3 and to you, and in substance Ms. Spang indicates 4 that, "Skatte has now gotten back to the response Q. The settlement agreement. 5 and sent them on Monday, see attached, and SOIK 5 A. The settlement agreement as such I now wants to be provided the entire settlement 6 don't think has become substantially public at 7 agreement." 7 this point. 8 Do you remember that? 8 Q. You're not aware that -- that the 9 settlement agreement was filed substantially in A. Yes, I see what it says. 10 public forum as a result of this case? 11 Q. Did -- did Skatte provide the 11 MR. WEINSTEIN: I'm sorry, I think you 12 settlement agreement to SOIK? 12 guys have now been talking about different 13 A. No. 13 time periods then for some period of time, if Q. At this time? 14 14 that's what you're talking about. 15 A. Correct. 15 BY MR. LEVY: Q. In response to this request? 16 16 Q. Are you aware that in connection with 17 A. Correct. the filing of this litigation --17 18 Q. And at any other time? 18 A. Yes. 19 A. I don't believe we provided it to SOIK 19 Q. -- the settlement agreement was -- was before it was made public in the court docket 20 made public to a substantial degree? regarding this case. 21 21 A. In 2023. 22 Q. And -- and did SOIK ask for it at that 22 Q. Uh-huh. 23 point? 23 A. Yes. 24 24 A. They did. Q. And did Skatte ask -- did SOIK ask for 25 25 the settlement agreement at that point? Q. And did Skatte provide it at that Page 340 Page 338 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) 1 point? 2 A. No. At that point we, of our own 3 accord, sent it to SOIK. 3 A. No. Q. In -- in unredacted or redacted form? 4 Q. Why not? A. Because we again were not -- we were A. In the version that was in the -- in 5 6 worried about who would -- the concern was we the -- in the case files over here. 7 wouldn't just be giving it to SOIK. We would be 8 giving it to a number of people. And also I 9 believe we were not obligated to, so we decided 10 not to. Q. And what were the concerns -- despite 11 12 not being obligated to, why didn't Skatte provide 13 it to SOIK? 14 A. I believe I've answered that. 15 There was a concern that we would 16 disseminate it to a larger audience of people than 17 just to SOIK. We had provided SOIK with 18 information. SOIK didn't contextualize to us to 19 what extent it was to be used or where it was to 20 be used. So we decided not to. Q. Even though it had become substantially 21 22 public at that point? 23 (Additional Request for Information by 24 THE WITNESS: What had become 24 SOIK was marked Skatte Exhibit 123, for 25 substantially public? 25 identification.)

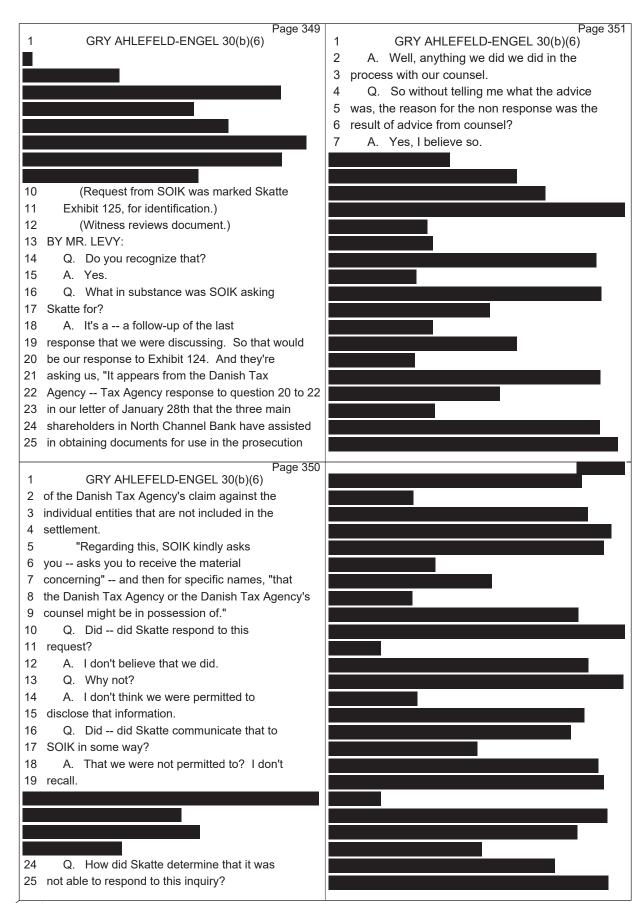


Page 341 Page 343 1 GRY AHLEFELD-ENGEL 30(b)(6) GRY AHLEFELD-ENGEL 30(b)(6) 1 Q. To Exhibit 123? 2 3 3 BY MR. LEVY: A. To Exhibit 123, yes. Q. Do you recognize that? 4 5 A. Yes. 5 Let me direct your attention to 6 Q. What's that? 6 questions -- the answers to questions 20 through 7 A. That's an Additional Request For 22. That is -- those are questions that --Information by SOIK. withdrawn. 8 9 9 Q. It's a follow-up to the questions that Is it fair to say in general that the they had been asking in the prior letters that we answers to those questions concern cooperation 10 saw? being provided by the settlement parties? 11 12 A. Correct. 13 Q. And it's actually numbered 14 sequentially? A. Yes. 15 16 A. Yes. 16 Q. And do you remember responding to that? A. I remember responding to that, yes. 17 Q. And -- and were you aware that around 17 18 Q. And you were personally involved in 18 this time in February of 2021 Matt and Jerome were 19 crafting the responses? requesting that Skatte communicate to SOIK the 20 A. I was personally involved in the nature of the cooperation that they had provided 21 process of approving the drafting. 21 to Skatte? 22 Q. You edited some of the responses that 22 A. If I was aware that --23 were drafted by others for example? 23 Q. If Skatte was aware. 24 24 A. I typically do, yes. A. That? 25 Q. Okay. Do you remember doing so in this 25 Q. That Matt and Jerome were requesting Page 342 Page 344 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) 2 case? that Skatte communicate to SOIK the nature of the cooperation that they had provided. 3 A. If I made any specific editing in it? No, I don't remember if I did. A. What you're referring to is an email 4 Q. I'm not asking about the specific sent to my counsel? 5 edits. I'm just asking whether you remember 6 Q. No. 7 making any edits? 8 A. No, I don't remember making --8 Q. I'm asking if you are aware that Matt 9 Q. Okay. and Jerome were requesting that Skatte communicate to SOIK the nature of the cooperation that they 10 A. -- edits to it. had provided? Q. You're just testifying that it would be 11 11 12 your typical process to do so? 12 A. I was -- I aware that at some point 13 Stein, Lhote, and McGee, or that -- I don't know 13 A. Yes. 14 if it was all three of the -- of the principals, 15 or just some of them -- I know that they at some 16 point requested us to provide information into (Response to the Following Questions 17 what extent we had cooperated with -- or provided 17 18 information to SOIK. But I don't know the exact 18 was marked Skatte Exhibit 124, for 19 date of it on the top of my mind. 19 identification.) 20 BY MR. LEVY: 20 Q. You're -- you're -- you're aware that Matt, and Jerome, and Luke had asked that Skatte 21 Q. Do you recognize that? 22 communicate to SOIK --22 A. I do. 23 Q. What is that? 23 A. To what regard? 24 A. That is our response to the following 25 questions.

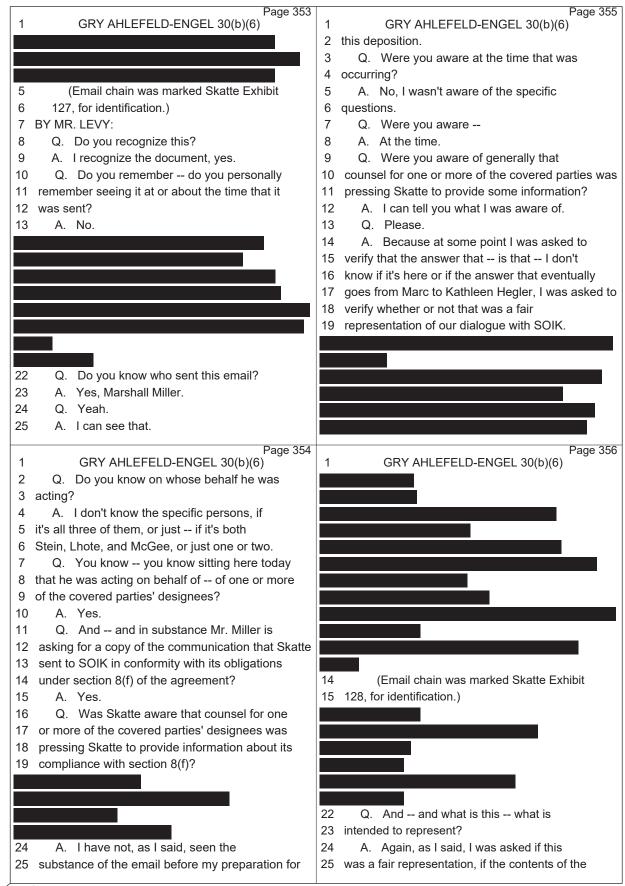








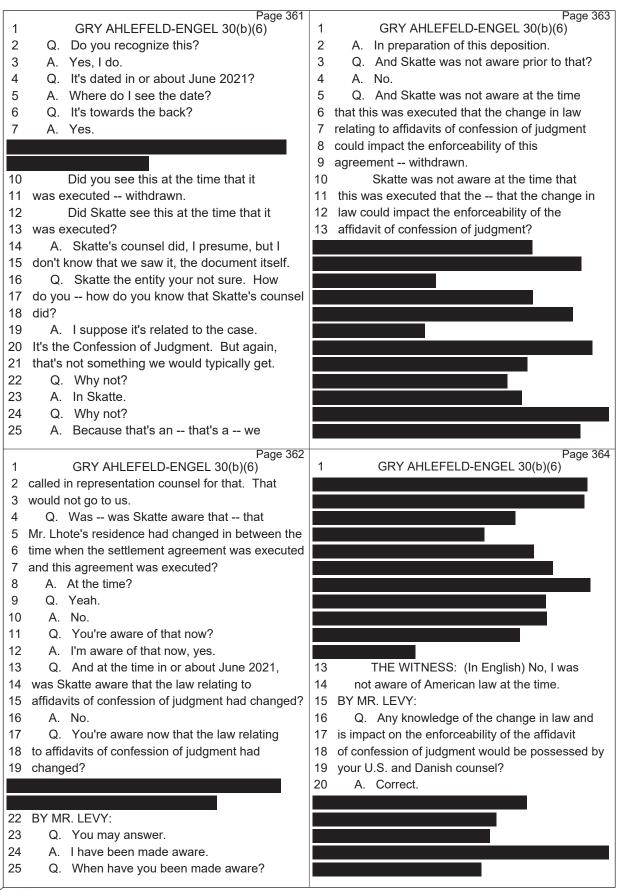






Page 357 Page 359 GRY AHLEFELD-ENGEL 30(b)(6) GRY AHLEFELD-ENGEL 30(b)(6) 1 2 email was correct. 2 is it -- why is it --3 Q. Was -- was it intended to evident -- to provide some evidence of Skatte's compliance with section 8(f)? 6 A. I have no knowledge of what it was Q. I'm asking you if this was crafted with intended. I know it was an email that was to be the intent of misleading Matt and Jerome's 8 counsel? 9 Q. And you reviewed this email prior to 9 A. No. 10 its being sent? 11 A. I was asked if the consents thereof was 12 a fair representation, if that was true, and I 12 Q. Who would know the -- what the intent 13 said yes. 13 behind this email was? 14 Q. It -- it refers to "good faith negotiations and the obligation to provide 15 THE WITNESS: I don't know how to information in cooperation," correct? 16 16 answer that. 17 (Witness reviews document.) 17 BY MR. LEVY: 18 A. That's what it says, yes. 18 Q. Well, would the writer of the -- of the 19 Q. And those are terms that are used in 19 email know the intent? 20 section 8(f)? A. Correct. 21 21 THE WITNESS: What the intent of it 22 Q. Do you have any doubt that this was 22 was? We were -- again, I was asked to 23 sent by counsel for Skatte in order to provide 23 provide information if this was true to the some evidence that 8(f) had been complied with? 24 best of my knowledge, and I said yes. 25 A. Again, I don't --25 The intent behind it, I have -- I have Page 358 Page 360 1 GRY AHLEFELD-ENGEL 30(b)(6) 1 GRY AHLEFELD-ENGEL 30(b)(6) 2 MR. WEINSTEIN: Objection. no way to testify towards that. 3 3 BY MR. LEVY: THE WITNESS: I don't -- as I said, I Q. Only the author of the -- the email 4 don't know what it was -- the specific 5 questions it was in answer to. I was asked would know, correct? 6 to -- if this was true to my knowledge, and I 7 said yes. THE WITNESS: I don't know how to 8 BY MR. LEVY: 8 answer that question. I can't testify to it. 9 Q. It doesn't refer to your providing Mr. Fiig's -- Fiig with the text of section 8(f) prior to the signing of the settlement agreement, does 11 12 it? 13 A. No, it does not. Q. And it doesn't refer to your providing 14 15 to Mr. Fiig a copy of the covered parties -- a 16 list of the covered parties prior to the execution 17 of the settlement agreement, correct? 18 A. Not specifically, no. Q. And it doesn't refer to anything in 19 20 relation to the press release, correct? 21 A. Not specifically, no. 22 Q. This is intended to mislead Matt and 22 (Affidavit of Confession of Judgment 23 23 Jerome's counsel, is it not? was marked Skatte Exhibit 129, for 24 identification.) THE WITNESS: That's your opinion. Why 25 BY MR. LEVY: 25

























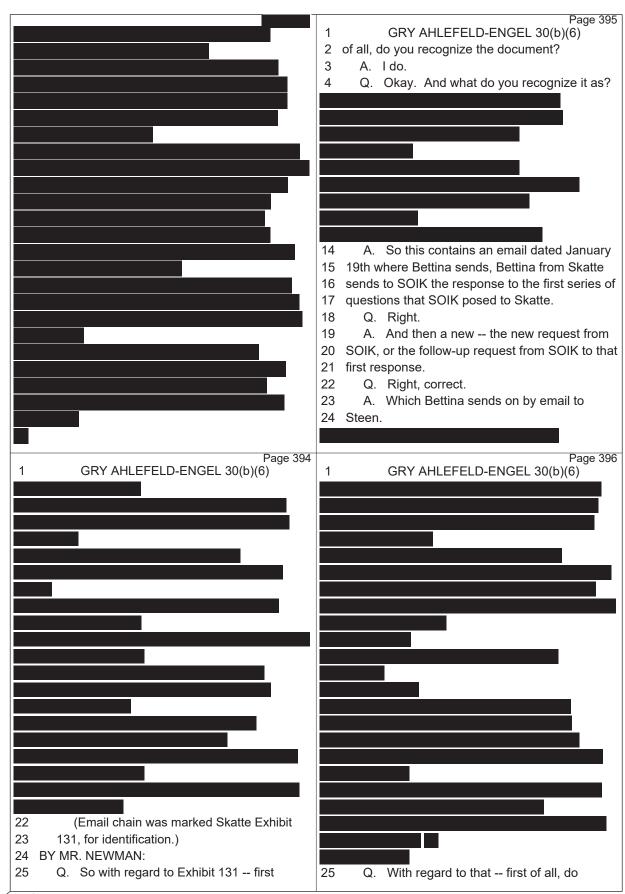




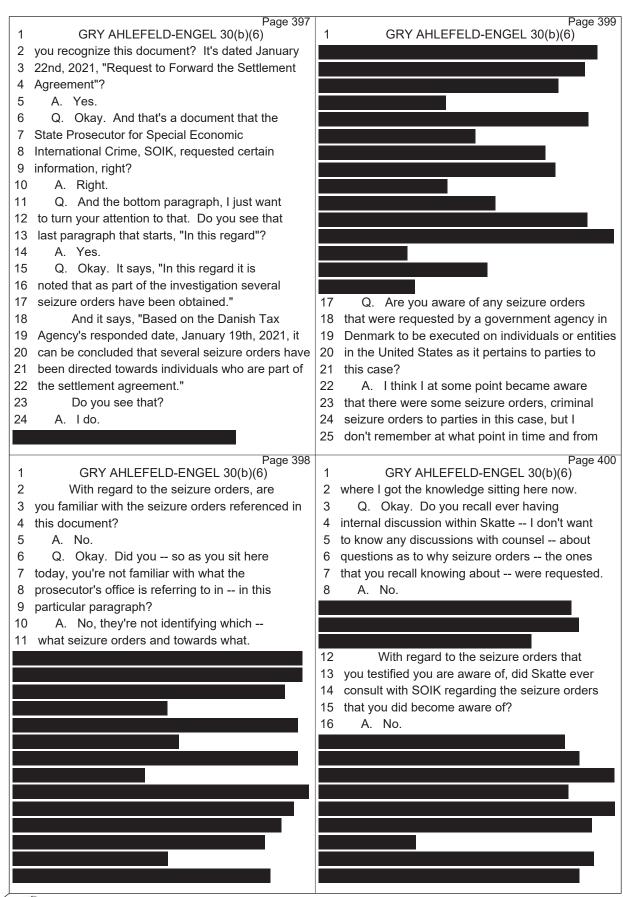




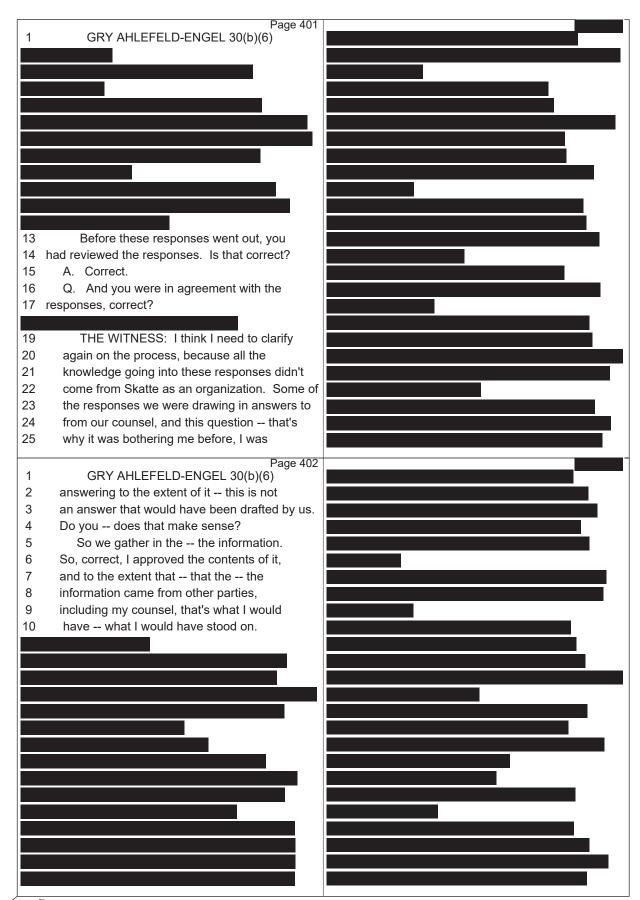
















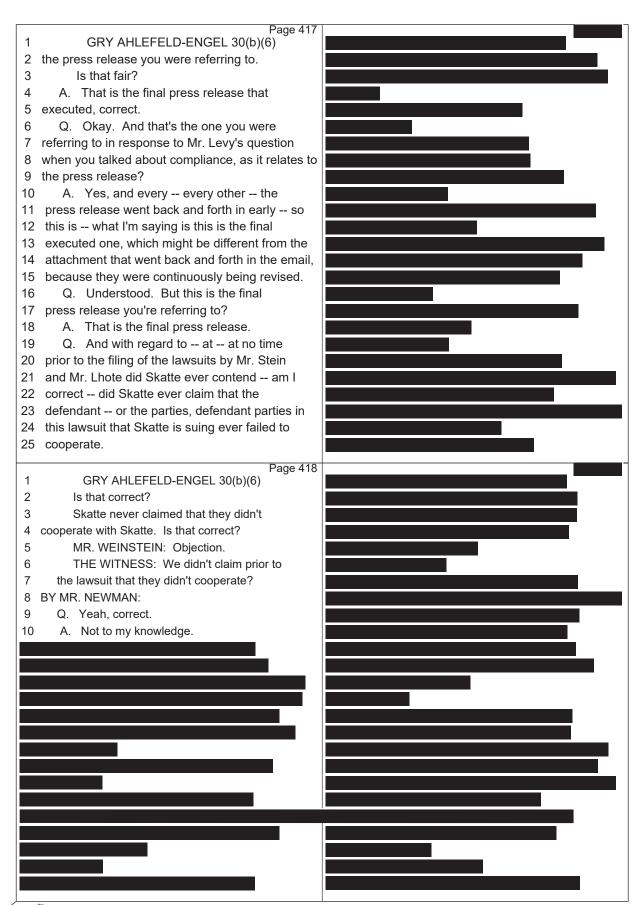
















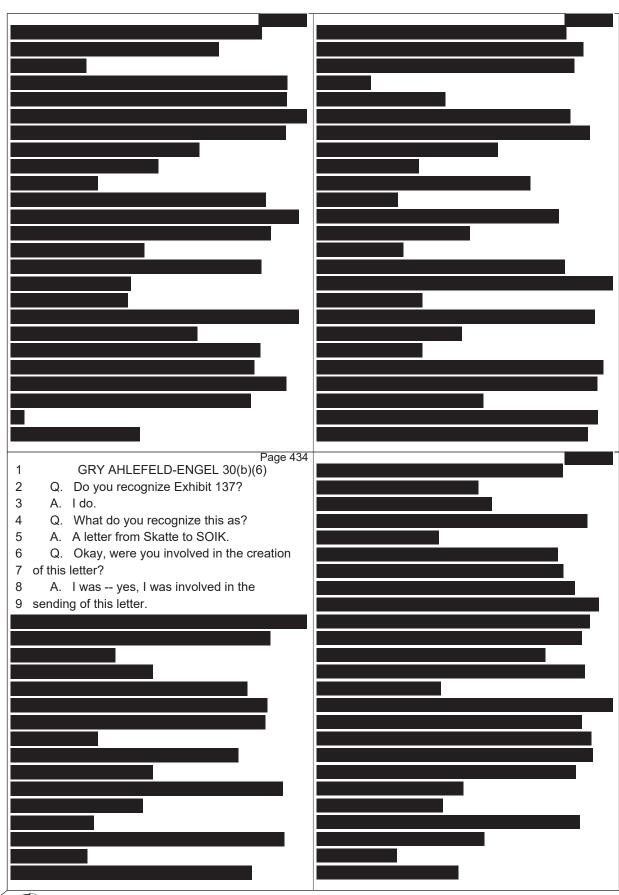












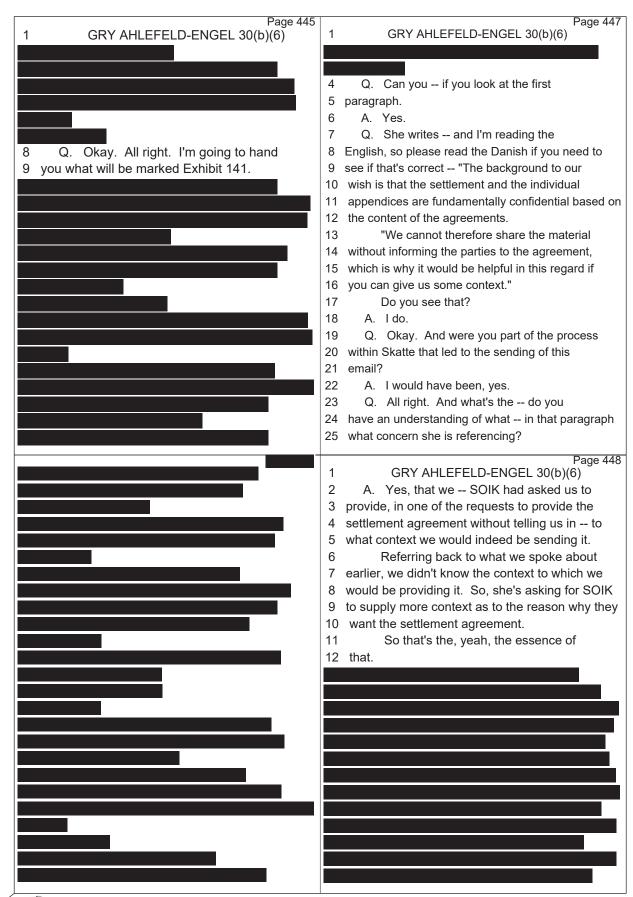








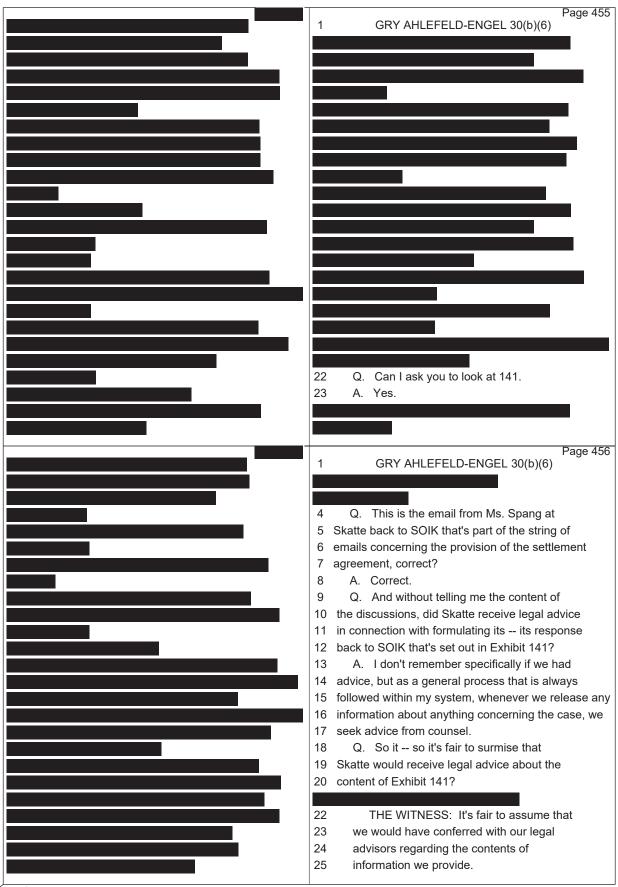




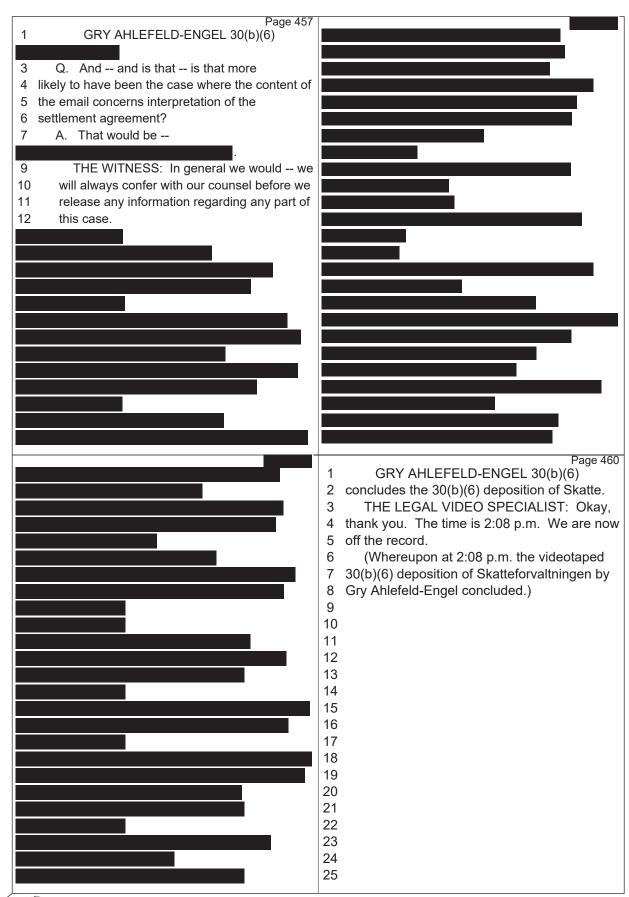














May 31, 2024 461–464

1	GRY AHLEFELD-ENGEL 30(b)(6)	Page 461	1	GRY AHLEFELD-ENGEL 30(b)(6)
2	I N D E X		2	ERRATA SHEET FOR THE TRANSCRIPT OF: Case Name: Matthew Stein and Jerome Lhote vs.
3	30(b)(6) DEPOSITION OF GRY AHLEFELD-ENGI	3L	3	Skatteforvaltningen.
4			4	Dep. Date: May 31, 2024 Deponent: Continued 30(b)(6) of
5	EXAMINATION BY:	PAGE:	5	Skatteforvaltningen by Gry Ahlefeld-Engel
6	Mr. Levy	296, 455	6	CORRECTIONS: Pg. Ln. Now Reads Should Read Reason
7	Mr. Newman	365		— — — — — — — — — — — — — — — — — — —
8	Mr. Weinstein	439	7	
9			8	
10	INDEX OF DEPOSITION EXHIBITS:		9	
11	SKATTE EXHIBITS:	PAGE:	10	
12	Skatte Exhibit 120. Email chain	315	11	
13	Skatte Exhibit 121. Answers	325	12	
14	Skatte Exhibit 122. Email chain	336		
15	Skatte Exhibit 123. Additional Request	330	13	
16	for Information by SOIK	340	14	
17		340	15	
	Skatte Exhibit 124. Response to the Following Ouestions	242	16	
18	3 ~	342	17	
19	Skatte Exhibit 125. Request from SOIK	349	18	Signature of Deponent
20	Skatte Exhibit 126. Email chain	351	19	
21	Skatte Exhibit 127. Email chain	353	20	SUBSCRIBED AND SWORN BEFORE ME THISDAY OF, 2024
22	Skatte Exhibit 128. Email chain	356	21	(Notary Public)
23	Skatte Exhibit 129. Affidavit of		22	-
24	Confession of Judgment	360	23	MY COMMISSION EXPIRES:
25			24 25	
		Page 462		Page 464
1	GRY AHLEFELD-ENGEL 30(b)(6)	1	GRY AHLEFELD-ENGEL 30(b)(6)
2	INDEX OF DEPOSITION EXHIBITS CONTI	NUED:	2	ACKNOWLEDGEMENT OF WITNESS
3	SKATTE EXHIBITS:	PAGE:	3	I, GRY AHLEFELD-ENGEL, do hereby
4	Skatte Exhibit 130. Denmark Supreme Cou	rt	4	acknowledge that I have read and examined the
5	verdict	366	5	foregoing testimony, and the same is a true,
6	INDEX OF DEPOSITION EXHIBITS CONTI	NUED:	6	correct and complete transcription of the
7	SKATTE EXHIBITS:	PAGE:	7	testimony given by me, and any corrections appear
8	Skatte Exhibit 131. Email chain	394	8	on the attached Errata sheet signed by me.
9	Skatte Exhibit 132. Collection of		9	
10	documents	408	10	(DATE) (SIGNATURE)
11	Skatte Exhibit 133. Document	409	11	
12	Skatte Exhibit 134. Document	410	12	
13	Skatte Exhibit 135. Document	410	13	
14	Skatte Exhibit 136. Document	411	14	
15	Skatte Exhibit 137. Letter from Skatte		15	
16	to SOIK	433	16	
17	Skatte Exhibit 138. Subpoena to MaplePo	int 440	17	
18	Skatte Exhibit 139. 8/6/19 letter	441	18	
19	Skatte Exhibit 140. Stipulated protecti	ve	19	
20	order	442	20	
21	Skatte Exhibit 141. Email chain	445	21	
22	Skatte Exhibit 141T. English translatio	n	22	
23	of Skatte Exhibit 141	445	23	
24			24	
25	(Exhibits attached to original trans	cript.)	25	
	. 3	- '		



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	Page 465	
1	GRY AHLEFELD-ENGEL 30(b)(6)	
2	CERTIFICATE	
3	STATE OF NEW YORK)	
4	: Ss.	
5	COUNTY OF NEW YORK)	
6	I, Kim M. Brantley, Shorthand	
7	Reporter, and Notary Public within and for the	
8	State of New York, do hereby certify:	
9	That GRY AHLEFELD-ENGEL, the witness	
10	whose deposition is hereinbefore set forth, was	
11	duly sworn by me and that such deposition is a	
12	true record of the testimony given by the witness.	
13	I further certify that I am not related	
14	to any of the parties to this action by blood or	
15	marriage, and that I am in no way interested in	
16	the outcome of this matter.	
17	IN WITNESS WHEREOF, I have hereunto set	
18	my hand this 2nd day of June, 2024.	
19	-	
20	Kun M Branto	
21	Kim M. Brantley	
22	NIM III BIMIOIOI	
23		
24	My Commission expires May 31, 2026.	
25	My commission expires May 31, 2020.	
23		

